REQUEST FOR PROPOSAL S

SR-92; East of I-15 in Lehi, Utah County

Project No. STP-0092(5)1

PROCUREMENT SCHEDULE		
ACTION	**TIME**	**DATE**
Department Issues RFP	12:00 noon	April 1, 2005
Mandatory Pre-Proposal Meeting will be held at UDOT Region 3 Offices, Main Floor Large Conference Room	1:00 pm	April 8, 2005
Requests for Clarifications Due	5:00 pm	April 11, 2005
Price and Technical Proposals Due	2:00 pm	April 26, 2005
Department Evaluates Proposals		April 27-28, 2005
Announce Selected team		April 29, 2005
Award Contract		May 6, 2005
Department Issues NTP		May 13, 2005

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CHAPTER 1
INTRODUCTION

1.1 DESCRIPTION OF WORK

1.1.1 PROJECT PROCUREMENT

The Department is contracting the SR-92; East of I-15 in Lehi Project through a single design-build contract (the Contract). This RFP constitutes the terms and conditions of the design-build procurement in their entirety.

The sole reason that the design-build approach is being used on this project is to shorten the overall time needed to design and construct the project. In assessing the proposals, cost will be the primary focus. The technical proposals will primarily be evaluated to ensure that the contractor provides qualified personel and a suitable approach to doing the work.

1.1.2 RESPONSIBILITY OF PROPOSER

The RFP was developed to organize and consolidate the performance specifications and design and construction criteria for all Project components. However, the technical requirements do not specifically describe every detail of the Work. It is the Proposer's responsibility to review all pertinent Project requirements and criteria, as contained in the entirety of the RFP, and the selected Design-Builder must perform the Work in accordance with these Contract requirements.

1.1.3 SCOPE OF SERVICES

Under the oversight of the Department, the Design-Builder shall perform the Work in accordance with the requirements of the RFP, as supplemented by the Design-Builder's Proposal. Generally, the scope of services includes project management, design and construction quality control and quality assurance, scheduling, staffing, design, construction, maintenance during construction, warranties, Right-of-Way, and coordinating with the public, governmental agencies, and utilities on Project issues. Refer to Chapter 3 for a detailed description of the scope of services and work.

1.1.4 SCOPE OF WORK

Provide a complete highway improvement on SR-92, the general scope of which is as follows:

- Widen SR-92 from the existing two-lane roadway to five lanes from the existing southbound off ramp to approximately M.P. 1.4 east of the Murdock Canal
- Intersection improvements at the southbound ramp terminal, north bound ramp terminal, north relocated Frontage Road east of I-15, Triumph Boulevard, Bull River Road and Traverse Boulevard.
- Traffic Signals at the north relocated Frontage road and Triumph Boulevard.
- Modify roadside drainage and Bullriver Ditch to accommodate roadway widening
- Provide maintenance of traffic during construction
- Relocate street lighting
- Provide new signing and striping
- Provide landscaping within construction limits
- Provide coordination, relocation and removal of utilities
- Provide construction surveying
- Coordinate with UDOT Public Information Officer
- Comply with Environmental commitments
- Provide quality management
- Provide roadway maintenance during construction

Refer to Chapter 3 for a detailed description of the scope of services and work.

1.1.5 ENGINEER'S ESTIMATE

The Engineer's Estimate for this contract is approximately $2,220,000.00. **ANY BID THAT EXCEEDS THIS AMOUNT MAY BE CONSIDERED NON-RESPONSIVE AND MAY BE REJECTED.**

1.1.6 RFP ORGANIZATION

This Request for Proposals (RFP) specifies the qualification and selection requirements for the Design-Builder, the Contract terms, the scope of services, and all other relevant information needed to propose on and complete the Project.

1.1.7 RFP MEDIA AND ELECTRONIC FORMATS

The RFP is provided to each Proposer as defined in Table 1-1. Proposers may reproduce all or any part of the RFP, as needed.

Table 1-1
RFP Organization, Media, and Electronic Formats

Electronic File NAME	RFP Document	Hard-Copy Printout
Chapter 123.pdf	RFP Chapters 1, 2, and 3	X
Appendix A.pdf	Appendix A - Standard Specifications (DB)	
Appendix B.pdf	Appendix B - Standard Drawings	
Appendix C.pdf	Appendix C - Materials Sampling and Testing Manual	
Appendix D.pdf DBE Decision Memo.pdf Project Required Wage Rates.pdf	Appendix D – DBE / Wage Rate Requirements	
Appendix E.pdf / doc	Appendix E - Forms	
Appendix F UVSC.pdf	Appendix F – Conceptual Plan Existing Topography	
Environmental.tif	Appendix G – Environmental Document	
Wetland.tif	Appendix H Traffic and Lighting Conceptual Plans	
Appendix I.pdf	Appendix I – Subsurface Utility Information	
Various	Appendix J - Sign Inventory	

1.2 POINT OF CONTACT

Craig Hancock, Project Manager
Utah Department of Transportation
658 North 1500 West
Orem, Utah 84057
(801) 227-8058 (Bus.)
(801) 222-3420 (Fax)
Email: chancock@utah.gov

CHAPTER 2
GENERAL CONDITIONS

2.1 ABBREVIATIONS

Wherever the following abbreviations are used in the Contract, they mean:

AADT	annual average daily traffic
AAP	AASHTO Accreditation Program
AAN	American Association of Nurserymen
AASHTO	American Association of State Highway and Transportation Officials.
AC	asphalt concrete; alternating current
ACHP	Advisory Council on Historic Preservation
ACI	American Concrete Institute
ACM	asbestos-containing materials
ADA	Americans with Disabilities Act
ADT	average daily traffic
AGC	Associated General Contractors
AI	Asphalt Institute
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AMRL	AASHTO Materials Reference Laboratory
ANSI	American National Standards Institute
AO	Approval Order (issued by UDAQ)
AREMA	American Railway Engineering and Maintenance-of-Way Association
ASCE	American Society of Civil Engineers
ASLA	American Society of Landscape Architects
ASTM	American Society for Testing and Materials
ATC	alternative technical concept; Applied Technology Council
ATMS	Advanced Traffic Management System
AWPA	American Wood Preservers' Association
AWWA	American Water Works Association
AWS	American Welding Society
BAFO	Best and Final Offer
BER	bit error rate
BERT	bit error rate test
BLSF	bordering land subject to flooding
BMP	best management practice
CADD	computer-assisted drafting and design
CAPWAP	Case Pile Wave Analysis Program
CCTV	closed circuit television
CD	compact disc
CFR	Code of Federal Regulations
CIP	cast-in-place
COE	(U.S.) Army Corps of Engineers
CPM	critical-path method
CPOC	Construction Proof of Compliance
CSI	Construction Specifications Institute
D-B	Design-Builder
DBE	disadvantaged business enterprise
DBMC	Design-Builder Miscellaneous Costs
DI	distress index
DESIGN-BUILDER	Design Proof of Compliance

DESIGN-BUILDERM	Design Proof of Compliance Manager
DQM	Design Quality Manager
DQO	Design Quality Organization
DRB	Disputes Review Board
DTM	digital terrain model
EA	Environmental Assessment
EC	electrical conductivity
ECM	Environmental Compliance Manager
ECP	Emissions Control Plan
ECS	Environmental Control Supervisor
EEO	Equal Employment Opportunity
EFB	Electronic Field Book
EIA	Electronic Industries Alliance
EIP	Environmental Investigation Plan
EMI	Environmental Monitoring Inspector
EMR	Environmental Monitoring Report
EPA	(U.S.) Environmental Protection Agency
EPD	Escrowed Proposal Documents
EUSERC	Electric Utility Service Equipment Requirements Committee
FEA	Final Environmental Assessment
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FOA	Final Owner Acceptance
FONSI	Finding of No Significant Impact
FSS	Federal Specifications and Standards
GPO	(U.S.) Government Printing Office
GSA	General Services Administration
HASP	Health and Safety Plan
IDF	intensity-duration frequency (data)
IES	Illumination Engineering Society
IMSA	International Municipal Signal Association
IPOC	Inspection Proof of Compliance
IPOCM	Inspection Proof of Compliance Manager
IRI	International Roughness Index
ISA	Initial Site Assessment
ISDN	integrated services digital network
ISO	International Standards Organization
ITE	Institute of Traffic Engineers
ITS	intelligent transportation systems
LED	light-emitting diode
LOS	level of service
MIL	Military Specifications
MOA	memorandum of agreement
MOT	maintenance of traffic
MOU	memorandum of understanding
MP	Mile Post
MPH	Miles per Hour
MSE	mechanically stabilized earth
MUTCD	Manual on Uniform Traffic Control Devices
NAD	North American Datum

NAVD	North American Vertical Datum
NBIS	National Bridge Inspection Standards
NCHRP	National Cooperative Highway Research Program
NCR	Nonconformance Report
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NEPA	National Environmental Policy Act
NESHAP	National Emissions Standards for Hazardous Air Pollutants
NFPA	National Fire Prevention Association
NHS	National Highway System
NICET	National Institute for Certification in Engineering Technologies
NOI	Notice of Intent
NPDES	National Pollution Discharge Elimination System
NRC	National Research Committee
NTP	Notice To Proceed
NVLAP	National Verification Laboratory Acceptance Program (Bureau of Standards)
OHMMP	Oil and Hazardous Material Management Plan
O&M	operation and maintenance
OSHA	Occupational Safety and Health Administration
OVI	owner verification inspection
OVT	owner verification testing
PCC	Portland cement concrete
PCA	Portland Cement Association
PCO	Potential Change Order
PCS	Project Coding Structure
PDA	pile-driving analyzer
PG	performance grade
PM	Project Manager
POC	Proof of Compliance
PQCI	process quality control inspection
PQCT	process quality control testing
PRI	pavement rutting index
PSI	pavement serviceability index
PSR	pavement service rating
PVC	polyvinyl chloride
QA	quality assurance
QC	quality control
QCP	quality checkpoint
QM	Quality Manager
QO	Quality Organization
RCRA	Resource Conservation and Recovery Act
RFP	Request For Proposals
RFQ	Request for Qualifications
ROW	right of way
SAE	Society of Automotive Engineers
SHPO	(Utah) State Historic Preservation Officer
SHRP	Strategic Highway Research Program
SI&A	structural inventory and appraisal
SMP	Stormwater Management Plan
SMS	stormwater management standards

SPC	seismic performance category
SPCS	State Plane Coordinate System
SPUI	single-point urban interchange
SSPC	Steel Structures Painting Council
SWPPP	Stormwater Pollution Prevention Plan
TL	testing level
TCC	(UDOT) Traffic Communications Center
TIC	(UDOT) Transportation Information Center
TOC	(UDOT) Traffic Operations Center
TMS	Traffic Monitoring Station
TRB	Transportation Research Board
TSS	total suspended solids
TTQP	Transporatation Technician Quality Program (UDOT)
UDAQ	Utah Division of Air Quality
UDEQ	Utah Department of Environmental Quality
UDERR	Utah Division of Environmental Response and Remediation
UDNR	Utah Department of Natural Resources
UDOT	Utah Department of Transportation
UDWQ	Utah Division of Water Quality
UDWR	Utah Division of Wildlife Resources
UHP	Utah Highway Patrol
U.L.	Underwriter's Laboratory
ULC	UDOT Labor Costs
UPDES	Utah Pollution Discharge Elimination System
UPRR	Union Pacific Railroad
URCB	Utility Relocation Cost Basis
USASI	United States of American Standard Institute
USC	United States Code
USDOT	U.S. Department of Transportation
USFWS	U.S. Fish and Wildlife Service
UTA	Utah Transit Authority
VE	value engineering
VECP	Value Engineering Change Proposal
VMS	variable-message sign
WAN	wide area network
WAQTC	Western Alliance for Quality Transportation Construction
WEAP	Wave Equation Analysis of Piles
WWPA	Western Wood Products Association

2.2 DEFINITIONS

Wherever the following terms are used in the Contract, they mean:

Acceleration Costs: Those fully documented increased costs reasonably incurred by the Design-Builder (i.e., costs over and above what the Design-Builder would otherwise have incurred) that are directly attributable to Department directed changes which increase the performance level of the Work in an attempt to complete necessary segments of the Work earlier than otherwise required, such as for additional equipment, additional crews, lost productivity, overtime and shift premiums, increased supervision, and any unexpected movement of materials, equipment, or crews necessary for resequencing in connection with acceleration efforts. (Profit, overhead, and indirect costs in connection with acceleration efforts shall not exceed the limits set forth in the Section 2.5.4 (Changes)

Acquisition File: The definition in the Draft UDOT Right of Way Process and Procedures Manual.

Acquisition Package: As defined in Section 3.14.3.3.2.

Activity: A clearly defined element of the Work (finished product) or functional processes to be performed as part of design or construction or other requirement of the RFP (e.g., drainage design), as defined by the Design-Builder.

Act of God: Earthquake, tidal wave, tornado, hurricane, or any other cataclysmic phenomenon of nature beyond the Design-Builder's control that causes loss, damage, or injury to the work. Erosion caused by rainfall classified as less than a 100-year event will not be considered an Act of God.

Addendum: Clarification of, correction of, or change to the RFP or documents incorporated by reference, after the issuance of the RFP but prior to the opening of Proposals.

Addition Betterment: The construction of an additional facility for a Utility Owner or other Third Party, or upgrading of a facility not being relocated or rearranged for the Project, that is not attributable to construction of the Project or is made solely for the benefit of and at the election of the Third Party requesting the same.

Affiliate: (a) Any Person that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, [1] the Design-Builder or [2] any Major Participant; and (b) any Person for which 10 percent or more of the equity interest in such Person is held directly or indirectly, beneficially, or of record by [1] the Design-Builder, [2] any Major Participant, or [3] any Affiliate of the Design-Builder under Part (a) of this definition. For purposes of this definition, the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, through family relationship, or otherwise.

Appendix: Each of the documents contained in the Appendices.

As-Built Documents: The documents to be provided by Design-Builder that are described in Section 3.1.4.3.2.

Award: The acceptance of Design-Builder's Proposal by the Department (with the understanding that the order of priority of the various Contract Documents shall be as set forth in the Section 2.6.5 (Order of Precedence of Documents), and that the Department shall have the right to require compliance with Contract requirements, even though it may necessitate performance of Work by Design-Builder not contemplated in the Proposal).

Authorized Representative: The person authorized by written assignment order by the Department Deputy Director to enter into and administer the Contract on behalf of the Department. The Authorized Representative has authority to make findings, determinations, and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract.

Backfill: Material used to replace, or the act of replacing, material removed during construction.

Base Course: One or more layers of specified material and thickness placed on a subbase or a subgrade to support a surface course.
Baseline Schedule: Design-Builder's proposed work schedule for the Work, submitted with the Proposal. Upon the Department's approval of the Baseline Schedule, or a subsequent revision thereof, such schedule will become the Project Schedule.
Basic Configuration: The set of plans provided by the Department and included in the RFP that provide the basic vertical and horizontal alignments and structures for the project. May also be referred to as Conceptual Plans**.**
Betterment: An Upgrade Betterment or Addition Betterment.
Blue Book: The meaning set forth in the Section 2.5.4.8
Bridge: A structure, including supports, erected over a depression or an obstruction such as water, a highway, or a railway, and having (a) a track or passageway for carrying traffic or other moving loads, and (b) a length measured along the center of roadway of more than 20 feet between undercopings of abutments or extreme ends of openings for multiple boxes.
Bridge Length: The overall length of a bridge measured along the line of survey stationing back to back of backwalls of abutments, if present, otherwise, end to end of the bridge floor; but in no case less than the total clear opening of the structure.
Bridge Roadway Width: The clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs or, in the case of multiple height of curbs, between the bottoms of the lower risers, or, if curbs are not used, between inner faces of parapet or railing.
Calendar Day: Every day shown on the calendar, beginning and ending at midnight.
Certificate of Compliance: A document containing a certified statement from the manufacturer or supplier concerning the quality and quantity of material delivered.
Change Order: The meaning set forth in the Section 2.5.4
Claim: A separate demand by the Design-Builder for (a) a time extension that is disputed by the Department, or (b) payment of money or damages arising from work done by or on behalf of the Design-Builder in connection with this Contract that is disputed by the Department. A claim will cease to be a Claim upon resolution thereof, including resolution by delivery of a Change Order or Contract amendment signed by all parties.
Colonial Nesting Site: An area where numerous active nests of the same species of bird are concentrated.
Commercial Plant: A plant that sells material to the general public before the Department's advertisement of the Contract, and possesses, in the State in which it resides, the required retail sales tax license and business license.
Commission: The Utah Transportation Commission.
Conceptual Plan: The set of plans provided by the Department and included in the RFP that provide the basic vertical and horizontal alignments and structures for the project. May also be called basic configuration.
Conduit: Any conduit, casing, sleeve, hanger, attachment, or blockout for installation or protection of Utilities attached to or installed through structures, or installed under rail or roadway crossings, and any associated pull-ropes for Utility cables.
Concrete—Small Structure: Concrete placed in structures that contain 8 Cubic Yards or less of concrete.
Conformity: Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, conformity means compliance with such tolerances.
Construction Documents: All shop drawings, working drawings, and samples necessary for construction of the Project in accordance with the Contract Documents.
Construction Quality Organization: The persons on the Design-Builder's Team who are involved in Construction Quality Control activities.

Constructive: (When used in connection with the terms "change in the Work," "delay," "suspension," or "acceleration,") the change in the Work, delay, suspension, or acceleration that, but for the express terms of the Contract Documents, could be inferred or implied at law.
Consultant Engineer: An Engineer or an Engineering Firm hired by the Department to perform engineering work exclusively for the benefit of the Department.
Contract: Depending on the context, (a) the Design-Build Contract or (b) collectively, the Contract Documents that establish the respective rights and obligations of the Department and the Design-Builder.
Contract Bid Item: A specific unit of work for which a price is provided in the contract. For projects that include P+LR bidding, Lane Rental is a bid item.
Contract Pay Item: A specific unit of work for which a price is provided in the contract. An exception to this is the item "Lane Rental", which is not a pay item. No payment will be made for bid item titled Lane Rental.
Contract Documents: The Contract, including the RFP and all attachments, exhibits, appendices, Design-Builder Proposal, and the documents referenced in the RFP, including all amendments to the foregoing and all Change Orders issued.
Contract Officer: The person authorized by the Department Deputy Director to enter into and administer the Contract on behalf of the Department. The Contract Officer has authority to make findings, determinations, and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract.
Contract Payment Bond: The security executed by the Design-Builder and furnished to the Department to guarantee payment of all legal debts of the Design-Builder pertaining to the construction of the Contract.
Contract Performance Bond: The security executed by the Design-Builder and furnished to the Department to guarantee completion of the work under the Contract.
Contract Price: The amount stated in the Contract in the Price Proposal as it may be adjusted from time to time to account for Change Orders.
Contract Time: The number of Calendar Days allowed for completion of the Contract or contract milestones, including authorized time extensions. Calendar Day milestones are to be completed on or before the day indicated, even when that date is a Saturday, Sunday, or holiday.
Cooperative Agreement: A Third Party Agreement with a Local Agency.
Cost-Plus Change Order: A Change Order issued under Contract Section 2.5.4.8
County: The county in Utah in which the contracted Work is located.
Critical Path: Each critical path on the Project Schedule that ends on a Completion Deadline (i.e., the term shall apply only following consumption of all available Float). The lowercase term "critical path" shall mean the activities and durations associated with the longest path(s) through the Project Schedule.
Debarment: Action taken by the Department or Federal Government pursuant to a regulation that prohibits a person or company from performing work on a public project.
Department: The State of Utah, acting by and through the Department of Transportation or its authorized representative(s).
Department-Caused Delay: A delay, to the extent that it affects a Critical Path, arising from any of the following matters and no others:

- A suspension order pursuant to the Contract Section 2.5.5;
- A Department-Directed Change;
- Failure or inability of the Department to provide the Design-Builder with access to property within the Planned Right-of-Way Limits on or before the deadline for such access set forth in the Final Right-of-Way Acquisition Schedule. Excluded if acquiring of Right-of-Way is included as a part of the Design-Build Contract as a responsibility of the Design-Builder.

- Failure or inability of the Department to respond to a proposed schedule, plan, Design Document, or any other submittal or matter for which response by the Department is required, within the time periods indicated in the Contract Documents;
- Any lawsuit seeking to restrain, enjoin, challenge, or delay construction of the Project or the granting or renewal of any Governmental Approval of the Project, except to the extent that the lawsuit is based on improper action by the Design-Builder and except for any lawsuits for which the Design-Builder has accepted the risk under the Contract Documents;
- Uncovering, removing, and restoring Work, to the extent provided in the Contract Documents; and
- Any improper action by the Department's designated representative with binding authority, as specified in Section 2.6, or improper failure to act by the Department within a reasonable time after delivery of notice by the Design-Builder to the Department requesting such action.

Department-Directed Change: Any change in the Work (including a change in the standards applicable to the Work) that the Department has directed the Design-Builder to perform in accordance with the Section 2.5.4.3. The following are not considered Department-Directed Changes:

- A change in other standards (e.g., national standards)
- Direction by the Department to stop Work pending provision of evidence of compliance with applicable requirements of the Contract Documents.
- Direction to modify construction means and methods, provided that such direction is an appropriate means of assuring compliance with applicable requirements of the Contract Documents.

The fact that a Directive Letter was issued by the Department shall not be considered evidence that in fact a Department-Directed Change occurred.

Design-Build Contract: That certain Design-Build Contract executed by the Department and the Design-Builder, and any and all amendments thereto.

Design-Builder: The entity identified as the "Design-Builder" in the Contract .

Design-Builder Affiliate: Any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, or auditor, or other like position.

Design Document: Any drawing (including any plan, elevation, section, detail, or diagram), specification, report, calculation, record, estimated quantity, or submittal prepared by the Design-Builder necessary for the design of the Project in accordance with the Contract Documents, excluding Construction Documents.

Design Quality Organization: The persons on the Design-Builder's Team who are involved in Design Quality Control and Design Proof of Compliance activities.

Differing Site Conditions: The meaning set forth in Section 2.5.3.

Directive Letter: A written communication to the Design-Builder from the Department enforcing or interpreting a Contract requirement or ordering commencement or suspension of an item of work already established in the Contract.

Disturbance; Disturbed: With respect to wildlife, evidence that a bird is irritated, such as fly-bys, leaving the nest or roost, dive-bombing, or other behavior determined to be disturbance by a qualified wildlife biologist.

Electronic Communication: A communication transmitted through facsimile (fax) transmission, e-mail, or other electronic means where a hard copy printout can be produced.

Effective Date of Contract: The date of execution of the Contract by the Department.

Engineer: The Department Deputy Director, acting directly or through a duly authorized representative (usually the Project Engineer or Consultant Engineer). A Consultant Engineer who is hired by the Department for Construction Project Management is considered an extension of the Department and has the same responsibility and authority as a Project Engineer.
Environmental Approval: A Governmental Approval under the National Environmental Protection Act (NEPA) and the U.S. Army Corps of Engineers (COE) Section 404 permit for the Project.
Environmental Law: Any Governmental Rule now or hereafter in effect relating to the environment or to the emission, discharge, release, or threatened release of any Hazardous Substance into the environment (including into the air, surface water, and groundwater and onto land) or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of any Hazardous Substance or otherwise relating to the protection of public health, public welfare, or the natural environmental (including protection of nonhuman forms of life, air, surface water, groundwater, and land). Environmental Laws include but are not limited to the statutes listed in the definition of Hazardous Substances; the National Environmental Policy Act, as amended, 42 U.S.C. §§ 4321 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. §§ 651 et seq.; the Hazardous Materials Transportation Act, as amended, 49 App. U.S.C. §§ 1801; the Endangered Species Act, as amended, 16 U.S.C. §§ 1531 et seq.; the Migratory Bird Treaty Act, 16 U.S.C. §§ 703 et seq.; and the Eagle Protection Act, 16 U.S.C. § 668.
Equipment: Any machinery, tool, apparatus, or supply necessary for the upkeep, maintenance, construction, and completion of the Contract.
Event of Default: A default as described in the Section 2.8.11, following notice and opportunity to cure to the extent permitted by the Section 2.8.11 and issuance by the Department of notice that an Event of Default has occurred.
Federal Requirements: The provisions required to be included in any contract assisted by the Federal Highway Administration (FHWA), including the provisions set forth in the Contract Documents.
Final Acceptance Deadline: The deadline for achievement of Final Owner Acceptance (FOA) as set forth in the Section 2.6.18 or as it may be extended pursuant to Contract Section 2.8.9 (Extending Contract Time).
Final Design Documents: The Design Documents for the entire project including all as-built information, following approval thereof by the Department as described in the Contract Documents.
Final Owner Acceptance (FOA): The meaning set forth in Section 2.6.18.
Final Right-of-Way Acquisition Schedule: A schedule provided by the Department for Contracts where the Department acquires the Right-of-Way or a schedule provided by the Design-Builder for Design-Builder acquired Right-of-Way.
Float: The difference between early completion time and late completion time for any activity as shown on the Baseline Schedule and approved Schedule Updates, and any float contained within an activity as well as any period containing an artificial activity (i.e., one which is not encompassed with in the meaning of the word "Work").
Force Majeure: Any event beyond control of the Design-Builder and not due to an act or omission of the Design-Builder or any Subcontractor or other Person for whom the Design-Builder may be contractually or legally responsible, which materially and adversely affects the Design-Builder's obligations hereunder and which event (or the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by the Design-Builder, as more fully defined in Section 2.5.4, Changes.

Geotextile: Any permeable textile material used with foundation, soil, rock, earth, or any other geotechnical engineering related material, as an integral part of a man-made project, structure, or system. Geotextile generally refers to knitted, woven, and nonwoven fabrics.
Governmental Approval: Any approval, authorization, certification, consent, decision, exemption, filing, lease, license, permit, registration or ruling, required by or with any Governmental Person in order to design and construct the Project.
Governmental Person: Any federal, state, local, or foreign government and any political subdivision or any governmental, quasigovernmental, judicial, public, or statutory instrumentality, administrative agency, authority, body, or entity. The term includes the State of Utah and agencies and subdivisions thereof, other than the Department of Transportation.
Governmental Rule: All applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any Governmental Person having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
Guarantee: A guarantee of the Design-Builder's obligations under the Contract Documents, in form and substance, and provided by an entity acceptable to the Department.
Guarantor: The entity (if any) providing a Guarantee.
Hazardous Substance: Any (a) substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or addressed pursuant to [1] the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); [2] the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; [3] the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); [4] the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; [5] the Clean Water Act, 33 U.S.C. §§1251 et seq.; [6] the Clean Air Act, 42 U.S.C. §§7401 et seq.; and [vii] any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material, as of now or at any time hereafter in effect; (b) substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any of the above statutes or under any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, or strict liability or under any reported decisions of a state or federal court, (c) petroleum or crude oil excluding de minimus amounts and excluding petroleum and petroleum products contained within regularly operated motor vehicles; and (d) asbestos or asbestos-containing materials in structures and or other improvements on or in the Site (other than mineral asbestos naturally occurring in the ground).
Highway, Street, or Road: A general term denoting a public way for purposes of travel, including the entire area within the right-of-way.
Incremental Costs: Those costs, if any, which the Design-Builder incurs as a result of a particular circumstance that the Design-Builder would not have incurred but for the circumstance. In determining such costs, one would determine the total cost that the Design-Builder would have incurred had the circumstance not occurred, and subtract such amount from the costs actually incurred; the difference is the "increment." (For example, if the Design-Builder originally has to relocate three water lines, and a fourth water line is discovered in the same area which can be relocated by the same crew, the Department will be charged with only the costs of keeping the crew working the additional time to relocate the fourth water line, and will not be charged any portion of the expense of moving the crew to the site in the first place.)
Indemnified Parties: The meaning set forth in Section 2.12 for Design Builder provided Insurance.
Inspection: The act of viewing or looking carefully at construction, manufacturing, design, and maintenance practices, processes, and products, including document control and shop drawing review, to ensure that the practices, processes, and products comply with the quality requirements contained in the Contract Documents.

Inspector: The Department's or the Design-Builder's authorized representative assigned to perform, respectively, inspection oversight or inspection of contract performance.
Laboratory: The testing laboratory of the Design-Builder or the Department or any other certified testing laboratory.
Lien: Any pledge, lien, security interest, mortgage, deed of trust or other charge or encumbrance of any kind, or any other type of preferential arrangement (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature of a security instrument, and the filing of or agreement to file any financing statement or other instrument intended to perfect a security interest).
Limits of Construction: An area with established boundaries, identified within the highway right-of-way or construction easements, where the Design-Builder's use for construction purposes is permitted. The limits of construction may also be referred to as the roadway.
Liquidated Damages: A predetermined sum to be assessed the Design-Builder. This sum is not considered as a penalty, but as liquidated damages due the Department by reason of inconvenience to the public, added cost of engineering and supervision, and other items for extra expenditures of public funds for the Design-Builder's failure as specified.
Local Agency: The Cities of Salt Lake and West Valley City, the County of Salt Lake, and any other local agency owning property (other than Utility facilities) within the Project Right-of-Way Limits or with jurisdiction over any such property.
Major Participant: Any of the following Persons:

Each general partner or joint venture member of the Design-Builder;
Each Person holding (directly or indirectly) a 15 percent or greater interest in the Design-Builder;
The lead engineering/design firm(s) (individual firms, partnerships, or joint venture members), as well as each engineering/design subconsultant that will perform 20 percent or more of the design Work

Major Subcontract: Any Subcontract with a Major Subcontractor.
Major Subcontractor: Any Subcontractor (excluding suppliers) who will perform work on a separate, individual Subcontract valued at 15% of the construction costs or more.
Materials: Any substances specified for incorporation into the completed Project.
New Environmental Approval: Shall mean any of the following:
A new Governmental Approval under NEPA or new COE Section 404 permit; and
a revision, modification or amendment to one or more of the Environmental Approvals.
Nonconforming Work: Work performed that does not meet requirements of the Contract Documents.
Notice of Final Acceptance: The notice delivered to the Design-Builder pursuant to Contract Section 2.6.18, stating that Final Owner Acceptance has occurred.
Notice of Termination: A notice issued by the Department to terminate this Contract and the performance of the Work by the Design-Builder, either in whole or in part, pursuant to Contract Section 2.8.12.1.
Notice to Proceed: Written notice to the Design-Builder to begin the Contract; when applicable, the notice will include the starting date of contract time..
Owner Quality Assurance: The Owner's plan(s) and activities associated with Quality Assurance.
Overburden: Any material that overlays material designated for road or bridge construction.
Pavement Structure: The combination of subbase, base course, and surface course placed on a subgrade to support and distribute the traffic load to the roadbed.

- Surface Course: One or more layers of a pavement structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the

disintegrating effects of climate. The top layer is sometimes called the "Wearing Course."

- Base Course: One or more layers of specified material and thickness placed on a subbase or a subgrade to support a surface course.
- Subbase: Layer(s) of specified material thickness placed on a subgrade to support a base course.
- Subgrade: The top surface of a roadbed upon which the pavement structure, shoulders, and curbs are constructed.
- Subgrade Treatment: Modification of roadbed material by stabilization.

Performance Specifications: Requirements applicable to the Work set forth in the Contract Documents, which are expressed in terms of design criteria and end results to be achieved by the constructed product satisfying design criteria and meeting specified construction requirements will be measures for determining acceptability of the Work.

Person: Any individual, corporation, company, voluntary association, partnership, trust, unincorporated organization, or Governmental Person, includes the Department.

Planned Right-of-Way Limits: Right-of-Way limits established by the Department and included in the Conceptual Plans. If the Right-of-Way limits are not included in the Conceptual Plans they will be included in the Contract to be provided by the Design-Builder and will not be a cause for delays.

Plans: The Design-Builder's drawings, profiles, typical cross sections, Standard Drawings, working drawings and supplemental drawings, or reproductions thereof, which show the location, character, dimensions, and details of the work to be done. See "Final Design Documents."

- Standard Plans: Detailed drawings approved for repetitive use.
- Working Drawings: Supplemental design sheets or similar data that the Design-Builder is required to submit to the Engineer or DQF such as shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, and bending diagrams for reinforcing steel.

Potential Change Order Notice: The notice required under Section 2.5.4 as a condition to the right to obtain certain Change Orders.

Preconstruction Conference: A meeting between the Design-Builder and the Engineer to discuss the Project before the Design-Builder begins work.

Preliminary Design or Preliminary Design Plans: The designs, plans, and design data provided in the Conceptual Plans or plans prepared by the Design-Builder for Department preliminary review

Price Elements: The list of priced items on Proposal Forms required in the Price Proposal.

Profile Grade: The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadbed. Profile grade means either elevation or gradient of such trace according to the context.

Progress Meetings: The meetings set forth in the Contract Section 2.8.

Project: The specific section of the highway or other specific property on which construction is to be performed under the Contract. The SR-265 – University Parkway at UVSC Project, and all work product to be provided by the Design-Builder as a condition to Final Owner Acceptance in accordance with the Contract Documents.

Project Engineer: The person authorized by the Department Deputy Director to enter into and administer the Contract on behalf of the Department. The Project Engineer has authority to make findings, determinations, and decisions with respect to the Contract and, when necessary, to modify or terminate the Contract.

Project Schedule: As defined in Section 2.8.

Project Vicinity: The area adjacent to and outside of the Planned Right-of-Way Limits defined by the Conceptual Plans

Proof of Compliance: The sum of the efforts performed by the Department and the Design-Builder to demonstrate that the work complies with the requirements of the contract. Includes Design Proof of Compliance (DESIGN-BUILDER) and Construction Proof of Compliance (CPOC). Includes inspection, tests, audits, documentation, etc.

Proposal or Proposal Documents: Those documents constituting the Design-Builder's proposal in response to the RFP, including any best and final offers and supplements as may have been requested by the Department.

Proposal Date: The date the Proposal was due as specified on the cover page of the RFP.

Proposal Form: The prescribed form on which the Proposal's offer is submitted.

Proposal Guaranty: The security furnished with the Design-Builder's Proposal to assure that the Design-Builder will enter into the Contract if the Proposal is accepted.

Proposal Price: The total price for the Work as set forth in the Design-Builder's Proposal Documents.

Proposer: An individual, firm, partnership, corporation, joint venture, or combination thereof that submits a Statement of Qualifications and Proposal for the Project.

Punch List: The list of Work items with respect to the Project which remain to be completed after achievement of Substantial Completion of the Project, generally limited to minor incidental items of Work necessary to correct imperfections which have no adverse effect on the safety or operability of the Project; limited to Work which can be performed without shutting down a traffic lane.

Quality Check Point (QCP): A Quality Checkpoint is a point in time when construction has proceeded to a defined stage at which representatives of the Design-Builder and the Department determine the progress to date by reviewing the following:

- All daily inspection reports
- String line measurements
- Audits and other pertinent data

The parties then judge whether to accept or reject the completed Work. No additional Work shall take place past the QCP until all parties mutually agree that the Work up to that point is acceptable.

Quality Assurance (QA): All those planned and systematic actions necessary to provide confidence that the Design-Build Work complies with the Contract and that all elements of the Design-Build Work will perform satisfactorily for the purpose(s) intended. Quality Assurance includes Quality Control, Proof of Compliance, Oversight, Owner Verification, and Independent Assurance.

Quality Control (QC): The activities performed by the Design-Builder, designer, producer, or manufacturer to assess design, production and construction processes so as to control the level of quality being produced in the end product. Components may include checking, materials handling and construction procedures, calibrations and maintenance of equipment, shop drawing review, document control, production process control, and any sampling, testing, and inspection done for these purposes.

Reference Documents: The RFP Documents and the documents designated as showing Basic Configuration, to the extent that they include non-Basic Configuration elements; the Reference Documents are not considered Contract Documents and are provided to the Design-Builder for informational purposes.

Relocation Permit: All appropriate approvals, exemptions, filings, licenses, permits, and registrations required by or with any Governmental Person or Utility Owner necessary for any Relocation.

Responsible Proposer: A Proposer determined by the Department to possess the ability to perform the Contract work.
Responsive Proposal: A proposal that meets all requirements of the RFP.
Request for Proposals: The Request for Proposals (RFP) for the Design-Build Project issued by the Department including all addenda thereto.
Retainage: Shall have the meaning set forth in Section 2.10.5.1.
Right-of-Way: The real property (which term is inclusive of all estates and interests in real property) which is necessary for ownership and operation of the Corridor by the Department; the term specifically excludes (a) the Utility Easements, and (b) any temporary easements or other real property interests which the Design-Builder deems necessary or advisable in connection with construction of the Project and/or Relocation of Utility facilities.
Roadbed: The graded portion of highway within top and side slopes, prepared as a foundation for the pavement structure and shoulders.
Roadbed Material: Material in cuts, embankments, and in embankment foundations from the subgrade down that supports the pavement structure.
Roadside: The areas between the outside edges of the shoulders and the right-of-way boundaries. Unpaved median areas between inside shoulders of divided highways and areas within interchanges are included.
Roadside Development: Those items necessary for the preservation or replacement of landscape materials and features that may include suitable plantings and other improvements or ground cover to preserve and enhance the appearance and stability of the highway right-of-way or acquired easements for scenic improvements.
Roadway: The portion of a highway within limits of construction.
Routine Maintenance Activity: The type of work performed on a routine (e.g., daily or weekly) basis to maintain the highway surfaces, shoulders, roadsides, facilities, and structures; such as litter pickup, graffiti removal, and vegetation control.
Safety Plan: The safety plan established by the Design-Builder as specified in Section 2.8.13.
Schedule of Values: A list of the Baseline schedule activities that has been cost-loaded such that the sum of the values equals the contract price and the value for each activity represents the proportionate cost of performing the activity. Progress payments will be developed by the Design-Builder based on a percent complete of the items listed on the schedule of values and in accordance with Section 2.10. The Schedule of Values shall correlate with the information submitted with the Proposal Price.
Service Line: A utility line whose function is to connect an individual service location (e.g., a single-family residence or industrial warehouse) to another utility line, which connects more than one, such individual line to a larger system.
Shoulder: The portion of the roadway adjacent to the traveled way for accommodation of stopped vehicles for emergency use, and for lateral support of base and surface courses.
Sidewalk: That portion of the roadway constructed for pedestrian use.
Site: The area(s) designated in writing by the Department for performance of the Work and such additional area(s) as may, from time to time, be designated in writing by the Department for the Design-Builder's use in performance of the Work, initially limited to the area within the Planned Right-of-Way Limits. For purposes of indemnification, safety, and security requirements and for payment for use of equipment, the term also includes any area(s) in the Project Vicinity being temporarily used by the Design-Builder for construction Work and/or storage of equipment.
Special Provisions: Those adjustments to the UDOT Standard and Supplemental Specifications.
Specialty Item: Work requiring highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organization such as the Design-Builder, and generally limited to minor components of the overall Contract.
Specified Completion Date: The date on which the Contract work is specified to be complete.

Stabilization: Modification of soils or aggregates by incorporating materials that increases load-bearing capacity, firmness, and resistance to weathering or displacement.
Stakeholder: An individual or group whose interests may be impacted similarly (whether real or perceived) by the construction of the SR-265 – University Parkway at UVSC Project and associated improvements
Standard Drawings: Plans issued by the Department for general application and repetitive use in connection with the Department projects; the Standard Drawings will not apply to the Work except in connection with any design furnished by the Design-Builder which references the Standard Drawings.
Standard Specifications (DB): The "UDOT Standard Specifications for Road and Bridge Construction - Design-Build", are found in their entirety in Appendix A of this RFP.
State: The State of Utah acting through its authorized representative.
Statement of Qualifications (SOQ): The response submitted by the Design-Builder in response to the Request for Qualifications.
Structures: Bridges, viaducts, culverts, catch basins, drop inlets, retaining walls, noise walls, cribbing, manholes, end-walls, buildings, overhead sign supports, and other such features that may be encountered in the Work.
Subcontract: Any subcontract to perform any part of the Work (including design and management services) or provide any materials, equipment, or supplies for any part of the Work between the Design-Builder and a Subcontractor, or between any Subcontractor and its lower-tier Subcontractor, at any tier.
Subcontractor: Any Person with whom the Design-Builder has entered into any Subcontract to perform any part of the Work or provide any materials, equipment or supplies on behalf of the Design-Builder (and any other such Person with whom any Subcontractor has further subcontracted any part of the Work
Subcontracting Plan: The plan included in the Proposal Documents as specified in Section 2.3 (Instructions to Proposers) following any modifications thereto required by the Department as specified in Section 2.8.3 (Subletting of Contracts)
Substantial Completion: The meaning set forth in Section 2.6.17.
Substantial Completion Deadline: The deadline for achievement of Substantial completion as set forth in Section 2.6.17 (Substantial Completion), as it may be extended pursuant to Section 2.5.4 (Changes).
Substructure: All of the structure below the bearings of simple and continuous spans, skewbacks of arches and tops of footings or rigid frames; including backwalls, wingwalls and wing protection railings.
Superintendent: The Design-Builder's authorized representative in responsible charge of the work, who shall receive and execute orders and directions of the Engineer.
Supplemental Agreement: An addendum agreement to an original Utility Agreement or 3rd Party agreement that provides detailed information particular to each utility relocation, removal, abandonment, and/or protection-in-place (if required pursuant to Section 3.13 (Utility and Third Party Agreements), as the same may be amended from time to time.
Supplier: Any Person other than employees of the Design-Builder not performing work at the Site that supplies machinery, equipment, materials or systems to the Design-Builder or any Subcontractor in connection with the performance of the Work; Persons who merely transport, pick up, deliver, or carry materials, personnel, parts, or equipment or any other items or persons to or from the Site shall not be deemed to be performing Work at the Site.
Surety: Each properly licensed surety company approved by the Department, which has issued one or more of the Contract Bonds.

Surface Courses: One or more layers of a pavement structure designed to accommodate the traffic load, the top layer of which resists skidding, traffic abrasion, and the disintegrating effects of climate; the top layer is sometimes called the "Wearing Course.

Temporary Relocation: Any interim relocation of a Utility (i.e. the installation, removal and disposal of the interim facility) pending installation of the permanent facility in the same or a new location, or: Any removal and reinstallation of a Utility in the same place without an interim relocation.

Test based acceptance: Acceptance based on each test meeting minimum requirements.

Third Party: A Utility Owner or other third party that is a party to a Third-Party Agreement with the Department.

Time and Material Change Order: A Change Order issued under Contract Section 2.5.4.8 (Time and Materials Change Orders).

Titles (Or Headings): The titles or headings of the Divisions, Sections, and paragraphs herein are intended for convenience of reference and so do not have any bearing on their interpretation.

Town, City or District: A subdivision of the county used to designate or identify the location of the Contract.

Traveled Way: The portion of the roadway designated for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Unrestricted Continuous Traffic: No lane closures for any operations necessary to complete the project, and the traffic following in the final lane arrangement as proposed for the finished surface of the roadway with line striping, delineation, and permanent safety features complete. Engineer will determine unrestricted continuous traffic.

Utility Betterment: The upgrading of a Third Party's facility being relocated for the Project, which upgrade is not attributable to construction of the Project or is made solely for the benefit of and at the election of the Third Party (not including technological improvements which are able to achieve greater usefulness, efficiency, durability, or capacity at costs equal to or less than the costs of a "like-for-like" replacement or relocation).

Utility: A privately, publicly, or cooperatively owned line, facility, and/or system for producing, transmitting, or distributing communications, power, cable television, electricity, light, heat, gas, oil, crude products, water, steam, waste, stormwater not connected with the highway drainage, signal systems, and other products that directly or indirectly serve the public, and/or A privately owned irrigation facility. The term is also sometimes used to refer to the owner or operator of any such line, facility, and/or system; it specifically excludes stormwater facilities connected with drainage of the roadway. The necessary appurtenances to each Utility facility shall also be considered part of such Utility

Utility Agreement: An Agreement made between the Department and a Utility Owner that provides detailed provisions for addressing utility conflicts associated with the Project.

Utility Appurtenance Adjustment: The adjustment of Utility appurtenances (e.g., manholes and vaults) for line and grade upon completion of roadway work.

Utility Delay: Failure by a Utility Owner to meet the time parameters for performance by such Utility Owner which are set forth in RFP Section 3.13, which failure by the Utility Owner delays the Critical Path so as to impair the Design-Builder's ability to achieve Substantial Completion of the Project.

Utility Design Data: Information regarding the design of Utility facilities supplied by Utility Owners.

Utility Easements: All replacement easements and/or other permanent interests in real property outside of the Right-of-Way required in connection with relocations of Utility facilities, which interests are to be acquired by the Department and conveyed to utilities or other appropriate persons.

Utility Owner: The owner or operator of any Utility, which includes privately held entities, publicly held entities, and Governmental Persons.
Utility Relocation Plans: The design plans for Relocation of a Utility impacted by the Project to be prepared by the Design-Builder or the Utility Owner, as determined pursuant to, Section 3.13, Utilities and Third Party Agreements.
Utility Work: The Work associated with the Relocation of Utilities, including the Work described in Section 3.13.
Value Engineering Change Proposals: The meaning set forth in Section 2.5.14.
Value Engineering Changes: The Value Engineering Change Proposals made by the Design-Builder and approved by the Department in accordance Section 2.5.14.
Warranty: Any warranty, including manufacture's warranty for equipment, as made by the Design-Builder.
Warranty Work: Corrective action taken to bring the warranted work into compliance with the Contract.
Watercourse or watercourse: Any earthen canal, lined canal, earthen ditch, lined ditch, or natural waterway within the Planned Right-of-Way Limits or affected by the Project
Work: The furnishing of all labor, materials, equipment, and other incidentals necessary to complete the Contract. This includes all alterations, amendments or extensions hereto made by change order or other written orders of the Engineer. All of the design-build services to be provided by the Design-Builder under the Contract Documents, including all administrative, design, engineering, Utility Relocation, procurement, legal, professional, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, documentation, and other duties and services to be furnished and provided by the Design-Builder, including all actions necessary or appropriate to achieve Final Owner Acceptance of the Project, except for those actions which the Contract Documents specify will be performed by the Department or other Persons, and specifically including all maintenance work to be performed prior to Substantial Completion of the Project; in certain cases, the term is also used to mean the products of the Work.
Working Drawings: Supplemental design sheets or similar data, such as stress sheets, shop drawings, erection plans, falsework plans, framework plans, cofferdam plans, and bending diagrams for reinforcing steel.
Worksheet: The worksheet of information to be developed by the Design-Builder and provided to the Department respecting each utility relocation for which a Supplemental Agreement must be prepared
Written permission of the Department: A letter signed by the authorized representative of the Department granting specific permission and outlining limitations of the permission.

2.3 INSTRUCTIONS TO PROPOSERS

The successful Proposal will become a part of the Contract Documents, subject to the order of precedence of documents in Section 2.6.5. The Design-Builder will be obligated to perform in accordance with the requirements of this RFP and with all statements in its Proposal that exceed the requirements of the RFP.

2.3.1 GENERAL

2.3.1.1 Interpretation Of Contract Documents

A. In these Specifications, the terms and definitions in Section 2.2 shall apply. Terms not defined in Section 2.2 shall have their standard, accepted meaning as is appropriate to the context in which they are used. Words that have a well-known technical or trade meaning shall be interpreted in accordance with such meaning unless this contract gives them a different meaning.

B. The titles and headings of sections, subsections and subparts herein are intended for convenience of reference and shall not be considered to have bearing on their interpretation. Working titles that have a masculine gender, such as "workman" and "flagman" and the pronouns and adjectives "he", "his" and "him" are utilized in the Contract documents for the sake of brevity and are intended to refer to persons of either sex.

C. When a publication is specified, it refers to the most recent date of issue prior to the date of advertisement for the project, unless a specific date or edition is specified.

D. References to the Standard Specifications refer to the UDOT 2005 Standard Specifications for Road and Bridge Construction.

E. Replace all references to Bid, Bidder, with Proposal, Proposer, respectively.

F. Replace all references to Contractor with Design-Builder.

G. In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be, done, if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, submitted, approved, disapproved, acceptable, unacceptable, suitable, unsuitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned" it shall be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer". Some specifications are written in an abbreviated format, incomplete sentences, or active voice grammar. Omission of words or phrases such as "a", "an", "the", "the Design-Builder shall", "unless otherwise specified", or "unless otherwise directed" is intentional. These Specifications are written to the Design-Builder. All actions required, unless otherwise noted, are to be performed by the Design-Builder or his agent.

2.3.1.2 Request for Proposals

A. The Department will furnish the Proposers with hard copies and/or electronic copies of the Department-prepared Request for Proposals (RFP) as shown on Table 1-1.

2.3.1.3 Joint Venture

A. Joint Ventures will be approved as a part of the evaluation of the Proposals, and the Proposers' Statement of Qualifications.

2.3.1.4 Contents of Proposal

A. The RFP describes the detailed Proposal requirements and instructions for submission. In addition, the RFP contains, as a minimum, the following:

1. The location and description of the contemplated construction
2. The time in which the Work must be completed
3. The amount of the Proposal guarantee
4. The date, time, and place of the Proposal submittal

2.3.1.5 Issuance of Request for Proposals

A. The Department reserves the right to refuse to issue an RFP, accept a Proposal, or award a Contract to a Proposer for any or all of the following reasons:

1. Lack of Pre-qualification
2. Uncompleted work under contract that the Department determines will hinder or prevent the prompt completion of additional work, if awarded
3. Failure to pay or settle claims
4. Failure to comply with any qualification regulations
5. Default under previous Contracts
6. Unsatisfactory performance on previous or current Contract(s)
7. Debarment by the Department
8. Serious misconduct that adversely affect the ability to perform future work
9. Failure to reimburse for monies owed on any previously awarded Department contracts, including contracts where the prospective Proposer was a party in a joint venture that failed to reimburse the Department.
10. Other reasons as allowed by law.

B. If the Department refuses to issue an RFP, accept a Proposal, or award a Contract for any of the foregoing reasons, the Proposer may appeal in writing to the UDOT Deputy Director pursuant to UDOT's administrative procedure.

2.3.1.6 Examination of Plans, Specifications, Special Provisions and Worksite

A. Examine proposed work site and all documents before submitting a Proposal.

1. The Proposer is responsible for all site conditions of which it has been informed, of which it has actual knowledge, or that should have been discovered had a reasonable site investigation been performed.
2. The Department considers submitting a Proposal to be conclusive evidence the Proposer knows the conditions to be encountered in performing the work and the requirements of the proposed Contract.

B. Only by written statements, representations, and descriptions of conditions and work bind the Department. No oral explanations or instructions are binding.

C. To request clarifications or explanations of the Contract Documents during the proposal process, the Proposer shall submit written requests to the address listed for the UDOT Project Manager.

1. To permit the issuance of addenda, if necessary, written requests shall be submitted no later than the date shown on the cover page of the RFP.
2. The Department's final answers to the written requests posed during the Proposal process shall not be considered part of the Contract Documents, and shall not be relevant in interpreting the Contract Documents except as they may clarify provisions otherwise considered ambiguous.
3. Only request answered by formal written addenda will be binding.

D. The Design-Builder shall not take advantage of any apparent or discovered error or omission in the Contract Documents. Should it appear that the Work to be done or any matter relative thereto is not sufficiently detailed or explained in the Contract Documents, the Design-Builder shall apply to the Department in writing for such further written explanations as may be necessary and shall conform to the explanation provided. The Design-Builder shall promptly notify the Department of all errors, omissions, inconsistencies, and/or other defects (including inaccuracies) which it may discover in the Contract Documents, and shall obtain specific instruction in writing regarding any such error, omission, inconsistency, or defect before preceding with the Work affected thereby. The fact that the Contract Documents omit any details of any Work that are necessary to carry out the intent of the Contract Documents or that are customarily performed shall not relieve the Design-Builder from performing such omitted Work. The details shall be performed as if fully and correctly set forth and described in the Contract Documents, without entitlement to a Change Order hereunder except as specifically permitted under Section 2.5.4 (Changes).

E. The Proposer acknowledges that he has investigated the nature and location of the Work and knows the general and local conditions that can affect the Work and/or its cost, including but not limited to:

1. Conditions bearing upon transportation, disposal, handling, and storage of materials
2. The availability of labor, water, electric power, and roads
3. Uncertainties of weather, river stages, irrigation channel flow, lake and reservoir levels, and similar physical conditions of the ground
4. The type of equipment and facilities needed before and during work performance
5. The character, quality, and quantity of surface and subsurface materials and/or obstacles to be encountered, insofar as this information is ascertainable from an inspection of the site as well as from the drawings and specifications and all exploratory work made available by the Department in the RFP.

F. Failure to take the actions described and acknowledged in this Section does not relieve the Design-Builder (Proposer) of the responsibility to estimate the difficulty and cost of successfully performing the work or from successfully performing the Work without additional cost to the Department.

2.3.1.7 Addenda

A. The Department reserves the right to revise the RFP during the proposal process, at any time before the proposal due date, by issuing addenda. The addenda will

be sent, without additional charge, to the address of each individual or company to whom RFP documents were issued.

B. The Department's response to written requests that require interpretation, changes, or additions to the RFP will be in the form of written addenda. Only responses issued in formal, written addenda will be binding.

C. All addenda shall be acknowledged in the Proposal or by telefacsimile prior to the scheduled time for submitting the Proposal. If no addenda are received by the Proposer, the word "None" should be entered in the appropriate location on the Proposal Form.

2.3.1.8 Irregular Proposals

A. The Department will consider a Proposal to be irregular and may reject the Proposal as non-responsive if

1. The Proposal is in an organization and/or format other than that specified in this Section 2.3, or if the Proposal is altered, or if any part is detached or incomplete.
2. The Proposal contains unauthorized additions, conditional or alternate proposals, or irregularities that make the Proposal incomplete, indefinite, or ambiguous.
3. The Proposal contains added provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award.
4. The Proposer's representative authorized to execute the Contract has not signed the Proposal in ink.
5. Name, title and address of the individual signing the Proposal as well as the following names and address are not included, as applicable:
    a. For an individual, the individual's name and U.S. Post Office address.
    b. For a partnership, the name of each member of the partnership and each partner's U.S. Post Office address.
    c. For a joint venture, the name of each member or officer of the firms represented, and each member or officer's U.S. Post Office address.
    d. For a corporation, the corporation's name and U.S. Post Office address.
6. Proposal Guarantee is:
    a. Submitted on a form not furnished by the Department
    b. Not properly signed
    c. Not included in the Proposal
7. The Proposal does not acknowledge the receipt of addenda.

B. By signing the Proposal, the Proposer certifies that it understands and is in compliance with all provisions of Section 2.3.1.13 "Non-Collusive Proposal Certification", and Section 2.3.1.14 "Debarment."

2.3.1.9 Proposal Guarantee

A. *Proposal Guarantee Required:* The Department will not consider a Proposal unless it is accompanied by a Proposal Guarantee in the form of a certified check, cashier's check, or guarantee bond in the amount specified in Section 2.3.1.9 paragraph C below.

B. *Form:* Use the Proposal Guarantee form included in the Appendix, Form H "Proposal Bond".

C. *5% of Proposal Price:* As a Guarantee that the Proposer shall, if its Proposal is accepted, execute the Design-Build Contract and comply with the RFP, the Proposer shall submit with its Proposal a proposal guarantee meeting the requirements of paragraph A and in the amount of five percent of the Price Proposal. The Department will hold Proposal Guarantee until returned to the Proposers or forfeited by a successful Proposer. Within fourteen calendar days of receipt from the successful Proposer of the executed Contract and all other documents required for Contract Award, the Department will return the Proposal Guarantees.

D. *Forfeiture of Guarantee:* If the selected Proposer fails to execute the Contract or to provide all bonds, insurance, and other items required for award within seven calendar days after the Department delivers the executed form of the Contract to the Design-Builder, then its Proposal Guarantee funds shall be released to, and become the property of, the Department. Delivery of the Proposal Guarantee constitutes the agreement of the Proposer and the issuer of the Proposal Guarantee to such forfeit. Such forfeiture shall constitute liquidated damages and shall not be a penalty.

E. *Proposal Bond:* The Proposer may provide a bond as a Proposal Guarantee, using Form H (Proposal Bond) in Appendix E (Proposal Forms). The bond must be issued by a surety licensed to issue such a bond in the State of Utah and acceptable to the Department. Certified or cashier's checks shall be drawn on a State or national bank, rated "A" by at least two nationally recognized rating agencies.

2.3.1.10 Withdrawal or Revision of Proposals

A. A Proposer may withdraw or revise its Proposal after it has been deposited with the Department, without forfeiture of the Proposal Guarantee, provided that all of the following occur:

1. The request for such withdrawal or revision is received by the Department's designated office indicated in Section 2.3.2.15 (Delivery Address for Proposals),
2. The Department receives the request before the time set for receiving proposals.
3. The request is in writing signed by the Proposer or its properly authorized representative.

B. No Proposal may be withdrawn on or after the time set for submitting Proposals.

2.3.1.11 Opening of Proposals

A. In order to be responsive, the Department must receive all Proposals, including any amendment or withdrawal, prior to the scheduled Proposal Submittal time.

B. The Technical and Price Proposals will be opened and evaluated by the Department in accordance with the selection process outlined in the RFP.

C. The winning Proposer will be announced publicly at the time and place indicated in the advertisement.

2.3.1.12 Disqualification of Proposers

A. The Department will disqualify a Proposer and reject a Proposal for one or both of the following reasons:

1. The submission of more than one Proposal for the same work from an individual, firm, or corporation under the same or different names.
2. Evidence of collusion among Proposers. Collusion participants are not recognized as bidders/Proposers for future work until they are reinstated as a qualified bidder/Proposer.

2.3.1.13 Non-Collusive Proposal Certification

A. By submitting a Proposal, each Proposer and each Person signing on behalf of any Proposer certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement with any other Proposer or with any competitor for the purpose of restricting competition;
2. Unless required by law, the prices quoted in the Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor prior to the Proposal Due Date;
3. No attempt has been made or will be made by the Proposer, for the purpose of restricting competition, to induce any other individual, partnership, joint venture, or corporation to submit or not to submit a Proposal; and
4. The signers of the Proposal will tender to the Department a sworn statement that the named Design-Builder(s) has not, whether directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action to restrain free competitive pricing in connection with this Proposal.

B. The Department will consider no Proposal for award nor will make-any award where there has not been compliance with 2.3.1.13, paragraph A, except as follows:

1. If the Proposer cannot make the foregoing certification, the Proposer must furnish with the Proposal a signed statement that describes in detail the reasons why the certification cannot be made.
2. The Executive Director or designee determines that such disclosure was not made for the purpose of restricting competition, and is unlikely to have restricted competition.

C. Any of the following does not constitute a disclosure within the meaning of 2.3.1.13, Paragraph A, line 1:

1. A Proposer has published price lists, rates, or tariffs covering items being procured.
2. A Proposer has informed prospective customers of proposed or pending publication of new or revised price lists for such items.
3. A Proposer has sold the same items to other customers at the same prices being proposed.

D. A Proposal made by a corporation is considered authorized by the corporation's board of directors. Authorization is defined as signing and submitting the Proposal, and includes the declaration of non-collusion on the part of the corporation

E. UTAH DEPARTMENT OF TRANSPORTATION NON-COLLUSIVE BIDDING CERTIFICATION

"I declare under penalty of perjury under the laws of the United States and the State of Utah that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by the Utah Department of Transportation, with regard to this Contract."

F. Signing the Proposal certifies compliance with all provisions of this Non-Collusive Bidding Certification

2.3.1.14 Debarment

Refer to Utah Administrative Code R907-67, effective January 5, 2004.

2.3.1.15 Maintenance and Disclosure of Records

A. The following provisions describe the requirements for maintaining, auditing and inspection, Change Order Pricing Data, and Claims Audit of the Project Records.

1. The Design-Builder shall maintain at its project manager's office a complete set of all books, records, and documents prepared or employed by the Design-Builder with respect to the Project.
2. The Design-Builder shall grant to the Department such audit and inspection rights and allow the Department such access to (at reasonable times) and the right to copy such books and records (at no expense to the Design-Builder) as the Department may request in connection with the issuance of Change Orders, the resolution of disputes, and such other matters as the Department reasonably deems necessary for purposes of verifying compliance with this Contract and applicable law.
3. Where the payment method for any Work is on a time and materials basis, such examination and audit rights shall include all books, records, documents, and other evidence, and accounting principles and practices sufficient to reflect properly all direct and indirect costs of whatever nature Claimed to have been incurred, and anticipated to be incurred, for the performance of such Work. If an audit indicates that the Design-Builder has been over-credited under a previous progress report or progress payment, the over-credit will be credited against current progress reports or payments.

4. For cost and pricing data submitted in connection with pricing Change Orders, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, the Department and its representatives have the right to examine all books, records, documents, and other data of the Design-Builder related to the negotiation of or performance of Work under such Change Orders for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. The right of examination shall extend to all documents deemed necessary by such Persons to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used therein.
5. All Claims filed against the Department shall be subject to audit at any time following the filing of the Claim. The audit may be performed by employees of the Department or by an auditor under contract with the Department. No notice is required before commencing any audit before 60 days after FOA. Thereafter, the Department shall provide 20 days' notice to the Design-Builder, any Subcontractors, or its respective agents before commencing an audit. The Design-Builder, Subcontractors, or agents shall provide adequate facilities, acceptable to the Department, for the audit during normal business hours. The Design-Builder, Subcontractors, and agents shall cooperate with the auditor. Failure of the Design-Builder, Subcontractors, or agents to maintain and retain sufficient records to allow the auditors to verify all or a portion of the Claim or to permit the auditor access to the books and records of the Design-Builder, Subcontractors, or agents shall constitute a waiver of the Claim and shall bar any recovery there under. At a minimum, the auditors shall have available to them the following documents:
    a. Daily time sheets and supervisor's daily reports;
    b. Union agreements;
    c. Insurance, welfare, and benefits records;
    d. Payroll registers;
    e. Earnings records;
    f. Payroll tax forms;
    g. Material invoices and requisitions;
    h. Material cost distribution worksheet;
    i. Equipment records (list of company equipment, rates, etc.)
    j. Vendor's, rental agencies', Subcontractor's, and agent's invoices;
    k. Subcontractors' and agents' payment certificates;
    l. Canceled checks (payroll and vendors);
    m. Job cost report;
    n. Job payroll ledger;
    o. General ledger;
    p. Cash disbursements journal;
    q. All documents that relate to each and every Claim, together with all documents that support the amount of damages as to each Claim;
    r. Work sheets used to prepare the Claim establishing the cost components for items of the Claim, including labor, benefits and insurance, materials, equipment, Subcontractors, all documents

that establish the time periods, individuals involved, the hours for the individuals, and the rates for the individuals.

6. Full compliance by the Design-Builder with the provisions of this Section is a contractual condition precedent to the Design-Builder's right to damages or specific performance under the contract.

B. The Design-Builder shall maintain all records and documents relating to this Contract, including copies of all original documents delivered to the Department, until two (2) years after the date FOA is achieved or the termination date (if prior to FOA), as applicable.

1. If approved by the Department, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents. The Design-Builder shall notify the Department where such records and documents are kept.
2. Notwithstanding the foregoing, all records which relate to Claims being processed or actions brought under the dispute resolution provisions hereof shall be retained and made available until such actions and Claims have been finally resolved. Records to be retained include all books and other evidence bearing on the Design-Builder's costs and expenses under the Contract Documents. The Design-Builder shall make these records and documents available to the Department for audit and inspection, at the Design-Builder's office, at all reasonable times, without charge, and shall allow such Persons to make copies of such documents (at no expense to the Design-Builder).

C. The following describes the applicability of the Government Records Access and Management Act, labeling material as confidential, and disclosure requests.

1. The Design-Builder acknowledges and agrees that all records, documents, drawings, plans, specifications, and other materials in the Department's possession, including materials submitted by the Design-Builder, are subject to the provisions of the Utah Government Records Access and Management Act (Utah Code Sections 63-2-101 *et seq*.). The Design-Builder shall be solely responsible for all determinations made by it under the Act and for clearly and prominently marking each and every page or sheet of its materials with "Trade Secret" or "Confidential" as it determines to be appropriate. The Design-Builder is advised to consult legal counsel concerning the Act and its application to the Design-Builder. The Department shall make the ultimate determination as to the class of all records.
2. If any of the materials submitted by the Design-Builder to the Department are clearly and prominently labeled "Trade Secret" or "Confidential" by the Design-Builder, the Department will endeavor to advise the Design-Builder of any request for the disclosure of such materials prior to making any such disclosure. Under no circumstances, however, will the Department be responsible or liable to the Design-Builder or any other Person for the disclosure of any such labeled materials, whether the disclosure is required by law or court order or occurs through inadvertence, mistake, or negligence on the part of the Department, except for any disclosure of trade secrets or proprietary information in violation of the confidentiality agreement described in this Section 2.3.

3. In the event of litigation concerning the disclosure of any material submitted by the Design-Builder to the Department, the Department's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court and the Design-Builder shall be fully responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk.

2.3.2 PROPOSAL EVALUATION AND SELECTION PROCESS

2.3.2.1 Confidentiality of Proposer Information

The Department will take measures to protect the confidentiality of all submitted Proposals during the entire evaluation and selection process if confidentiality is requested persuant to Utah Code Annotated 63-2-308. All deliberations of the Department will be held in confidence, and all information provided by the Proposers or generated by the evaluation will be safeguarded.

Up to Contract award, no information contained in the Proposals will be made available to the public, or to anyone in the Department not having a need to know. During the evaluation and selection process, only the Region Director may approve the release of any information. However, after award of the Contract, the successful Proposal and final Contract terms will become public information.

The Department will not release, and Proposers agree that they will not request, the names or positions of UDOT raters.

2.3.2.2 Notification of Selection:

Either the Department's Region Director or a specifically designated representative will notify the successful Proposer and the unsuccessful Proposer(s). Debriefings of unsuccessful Proposers will be held upon written request only, and the discussion will be confined to the Proposer's Proposal.

2.3.2.3 RFP Review by Proposers.

Each Proposer is responsible for reviewing the RFP Documents and any Addenda, and for requesting clarification or interpretation of any material discrepancy, deficiency, ambiguity, error, or omission contained therein, or of any provision that the Proposer otherwise fails to understand. Any such request must be in writing, and may be submitted at any time up to the deadline for clarification requests, as shown on the Cover Page of the RFP. The request shall be addressed and delivered as specified in Section 2.3.2.15 (Delivery Address for Proposals).

2.3.2.4 RFP Communications.

Telephone, facsimile, and e-mail communications will not be accepted as official communication. If the Department determines, in its sole and absolute discretion, that a change in the RFP Documents is necessary, the Department will prepare an Addendum and issue it to all Proposers. The Department will not be bound by, and the Proposer shall not rely on, any oral communication regarding the RFP Documents; the Proposer shall rely only on written communications from the Department. If the Proposer receives information about the Project from any agency or entity other than the Department during the procurement phase, the Proposer shall be responsible for verifying any such information with the Department before relying upon it.

2.3.2.5 Changes Recommended by Proposer.

The Proposer may submit recommendations for changes in required Contract provisions or RFP document requirements at any time up until the Requests for Clarifications Due date specified in the Procurement Schedule on the title page of the RFP. The Proposer shall fully explain the recommended change and its benefits to the Department.

2.3.2.6 Clarifications.

The Department will send Clarification Notices to all Proposers, listing questions received from Proposers and the answers given by the Department. The clarifications will not become an RFP requirement unless incorporated into the Contract by addenda. Any clarification information that will modify the Contract will be published as an Addendum to the RFP.

2.3.2.7 RFP Addenda

The Department reserves the right to revise the RFP Documents at any time up to fourteen calendar days before the Proposal Due Date. Such revisions, if any, will be announced by an Addendum to the RFP or a Supplement to an Addendum. Copies of Addenda will be furnished to all Proposers at no cost.

If any Addendum significantly changes this RFP, as determined in the Department's sole and absolute discretion, a new Proposal Due Date might be set. The announcement of such new date will be included in the Addendum.

2.3.2.8 Acknowledgment:

Each Proposer shall acknowledge receipt of all Clarification Notices, Addenda, and Supplements to Addenda. If a Proposer fails to acknowledge receipt of any of these items, the Department may deem the Proposal nonresponsive and reject it.

2.3.2.9 Vacant

2.3.2.10 Vacant

2.3.2.11 Discussions with Proposers Relating to Proposals

2.3.2.11.1 Purpose of Discussions

During the procurement process, the Department will enter into discussions with Proposers regarding the Proposals to:

- Discuss a Proposer’s requested clarifications concerning the technical concepts and any other terms of the RFP.
- Resolve confusion or correct any suspected errors in the RFP by identifying them as specifically as possible, without disclosing any information concerning competing Proposals or the Department’s ongoing evaluation process.

2.3.2.11.2 Discussion Guidelines

Apply the following specific procedures to all discussions with Proposers relating to the Proposals:

- Discussions may be written and/or oral.
- Discussions relating to Price Proposals (if necessary) will be conducted separately from Technical Proposal discussions.

The Department will not indicate to any Proposer that a certain price must be met to obtain further consideration. However, the Department has a fixed budget for the Project; and consequently may revise the scope and request a second (best-and-final-offer) Proposal.

The Department will not indicate to any Proposer the evaluation status of any other Proposal.

During discussions, the following activities will be specifically prohibited:

- Technical leveling
- Technical transfusion
- Auctioning for better prices

Any discussions under this Section are in addition to, and are not a substitute for, the Questions and Answers and Addenda procedures set forth below.

2.3.2.12 Department Right to Request Best and Final Offers (BAFO)

The Department does not expect at this time that best and final offers will be requested. However, the Department reserves the right to do so if it is deemed to be in the best interest of the State.

2.3.2.13 Stipulated Proposal and Project Cancellation Fees

Each unsuccessful responsive Proposer that receives a technical evaluation score of 700 or more will be paid a stipulated proposal fee of $5,000 within 60 days of award of the Contract. If no Contract award is made, each responsive Proposer receiving a technical evaluation score of 700 or more will be paid the $5,000 stipend.

If a Proposer is determined to be nonresponsive and the Department decides that there are technical concepts that it wants to use on the project, it can use the concepts if they pay a stipend to the nonresponsive Proposer and the nonresponsive Proposer accepts the stipend.

No Proposer shall be entitled to reimbursement of any of its costs in connection with this RFP, except as specified in this Section.

In consideration for its agreement to pay said stipend, the Department reserves the right to use any ideas or information contained in the unsuccessful Proposal in connection with any contract awarded for the Project, or in connection with a subsequent procurement, without any obligation to pay any additional compensation to the Proposer.

If a Proposer that is eligible to receive the stipend elects to waive the stipend, the Department will not use any of the ideas or information contained in that Proposer's Proposal. Upon the request of the Department, a Proposer that waived a stipend may withdraw the waiver, in which case the Department will pay the stipend to the Proposer and thereafter may use ideas and information in the Proposer's Proposal.

2.3.2.14 Procurement Schedule

The Title Page gives the deadlines for each procurement milestone. All submittal deadlines are 5:00 P.M. Salt Lake City Time, unless otherwise specified. This schedule is subject to revision by the Department via issuance of Addenda to this RFP.

The Department may request final proposals to clarify fatal flaws with the Technical Proposals and adjust scope, if necessary.

2.3.2.15 Delivery Address for Proposals

All Proposals, and other communications, as well as any forms, requests for clarification, or any other related information, must be addressed and submitted to the Department as follows:

Calvin Rampton Complex
Construction Front Desk, 4th Floor
4501 South 2700 West
Salt Lake City, Utah 84114

2.3.3 PROPOSAL FORMAT

2.3.3.1 General

Package Labeling: Submit Proposal components clearly labeled in sealed containers as a Technical Proposal, a Price Proposal, a Technical Proposal Amendment, or a Price Proposal Amendment for Project No. STP-0092(5)1. Failure to use a sealed container or to properly identify the Proposal may result in an inadvertent opening of the Proposal before the specified time. The Proposer shall be entirely responsible for any such consequences, including disqualification of the Proposal.
Submittal Place and Date: Submit the Proposal to the person and address specified in Section 2.3.2.15 and by the time and date specified on the Title Page of the RFP. It is the Proposer's sole responsibility to see that its Proposal is received as specified. Proposals received after the deadline will be rejected without consideration or evaluation and returned to the Proposer, unless there are extenuating circumstances acceptable to the Department.
Full and Complete Response: Provide all information requested in this RFP for both the Technical and Price Proposals. Failure to provide requested information may result in the Department, at its sole discretion, determining that a Proposal is nonresponsive.

2.3.3.2 Format and Presentation

Quantity. 5 copies of the Proposal shall be submitted.
Language. All information shall be in English.
Medium. The Proposal shall be printed in hard-copy form, except as follows: the CPM schedule shall be in hard copy and electronic format.
Type Font. All text shall be a regular Times Roman style, a minimum of twelve points in size, and single-spaced
Pages. Pages shall be 8-1/2-by-11-inch or 11 x 17 inch paper.
Page Margins. No text, tables, figures, or other substantive content generated by the Proposer may be printed within 0.5 inch of any page edge.
Page Numbering. Every page shall be numbered consecutively, 1, 2, 3, ... 23, 24, 25, ... The first piece of paper inside the binder shall be page one. Do not restart numbering within each section, i.e., DO NOT use 1-1, 1-2...; 2-1, 2-2...; etc..
Dividers. Section and appendix dividers shall contain only the section number or appendix letter, plus title, and no other text or graphic design.
Binding. The entire Technical Proposal shall be bound in one one-inch three-ring binder.
Color and Reproducibility. All Proposal text and materials, excluding cover and spine and pages dedicated to graphic representations, developed in response to this RFP shall be printed in

black-and-white to avoid the extra cost of color reproduction, and shall be easily reproducible by an office copier.

Presentation of Contents. Proposers shall present information clearly and concisely. Where appropriate, bulleted lists, tables, and graphic figures are much preferred to extensive and wordy narrative text. Documentation that is difficult to read and understand or is poorly organized may be rejected and may lead to disqualification of the Proposal.

Proposal Commitments: Language in the proposal that is of a nature other than of a solid commitment by the Design-Builder, such as use of the phrases "We will consider...", or "We might...", or "We are investigating the possibility of..." will be considered by the Review Team to be a non-commitment, and as such will be given little or no weight in the evaluation scoring.

2.3.4 PROPOSAL CONTENTS

General Content: As used in this procurement, the term "Proposal" includes the Proposer's complete response to this RFP (with the properly completed Proposal forms and all required supporting documentation) and may, depending on the context, refer to either the Technical Proposal or the Price Proposal, or both. To assist the Proposer in preparing its Proposal, the required contents are summarized below. Each item in the Proposal shall be clearly titled and identified, as well as identified in a table of contents.

The Proposal shall be made up of two parts: the Technical Proposal as described in 2.3.4.1 through 2.3.4.4, and the Price Proposal as described in 2.3.4.5

All forms to be submitted in the Proposal are in Appendix E (Proposal Forms).

Provide in the Technical Proposal all the information called for in this section of the RFP. Prepare the various parts of the Technical Proposals, guided not only by this RFP section but also by the specific technical scope, guideline requirements, and criteria requirements set forth in Chapter 3 (Work Requirements), so that the Proposer demonstrates a complete understanding of all the issues that are of special interest to the Department. Technical proposals not including all information requested or as specified below may be deemed non-responsive. Organize the Technical Proposal into five sections: (1) General, (2) What Will Be Built, (3) How It Will Be Built, (4) Customer Impacts During Construction, and (5) Alternate Technical Proposals, as described below.

Regardless of the content of the Technical Proposal, the successful Proposer shall remain responsible for ensuring that the Project meets the performance requirements of the RFP Documents. Acceptance of a Proposal will not constitute waiver of any mandatory requirement.

2.3.4.1 Technical Proposal - Part 1 - General

Include the following in Part 1 of the Technical Proposal.

2.3.4.1.1 Acknowledgements

A. Furnish a statement guaranteeing that the Design-Builder has evaluated the feasibility of performing the Work within the time specified herein and for the Contract Price, and has reasonable grounds for believing and does believe that such performance (including achievement of Full Integration and FOA of the Project by the applicable Completion Deadline, for the Contract Price) is feasible and practicable.

B. Furnish a statement guaranteeing that the Design-Builder has, prior to submitting its Proposal, in accordance with generally accepted engineering and construction

practices, reviewed the reports provided by the Department, inspected and examined the Site and surrounding locations, and undertaken other appropriate activities sufficient to familiarize itself with surface conditions and subsurface conditions that are discernible from the surface and affect the Project, to the extent the Design-Builder deemed necessary or advisable for submittal of a Proposal. As a result of such review, inspection, examination, and other activities, the Design-Builder is familiar with and accepts the physical requirements of the Work. Before commencing any Work on a particular aspect of the Project, the Design-Builder shall verify all governing dimensions and conditions at the Site and shall examine all adjoining work that may have an impact on such Work. The Design-Builder shall be responsible for ensuring that the Design Documents and Construction Documents accurately depict all governing and adjoining dimensions and conditions.

2.3.4.1.2 Proposal Guaranty

Include with the Proposal the Proposal Guaranty as described in Section 2.3.1.9.

2.3.4.1.3 Executive Summary

Two-Page Summary: Submit with the Technical Proposal an Executive Summary. Write the Executive Summary in a nontechnical style with sufficient information to familiarize any nontechnical reviewers with the Proposer's Project approach and its ability to satisfy the financial and technical requirements of the Project. Limit the Executive Summary to a maximum of two pages of text, with any selected photographs and other graphic or illustrative images included in the two pages.

Specific Contents. At a minimum, include in the Executive Summary the following:

- A description of how the Proposer will integrate the design and construction of the project to minimize contract time.
- A summary of the Proposer’s work plan and schedule emphasizing how the Proposer plans on completing the work by the specified date.
- The Proposer’s approach to provide the highest-quality end product

2.3.4.2 Technical Proposal - Part 2 - Technical

Organize Part 2 of the technical section into the following major sections and provide the information indicated herein.

2.3.4.2.1 Key Personnel

Include an organization chart indicating the basic structure of the Proposer's organization and the roles and responsibilities of each sub-organization. Include the interrelationships of Project management, design, and construction. **Name the key personnel on the chart and include their resumes in this section.**

2.3.4.2.2 Maintenance of Traffic

2.3.4.2.2.1 Traffic Control and Maintenance of Traffic Plan

Refer to Section 3.7.3.4 (Maintenance of Traffic, Limitations) for limitations of operations. Submit a detailed Traffic Control and Maintenance of Traffic Plan that demonstrates how traffic will be maintained on the project.
Section 3.7.3.1 (Traffic Through Construction Zones) describes the requirements for maintenance of traffic. Provide an approach that minimizes the impact on the motoring public.

2.3.4.2.2.2 Construction Zones

Specify the methods and standards to be used for designing, implementing, and monitoring construction zone traffic control, and discuss construction signing standards and requirements.

2.3.4.2.2.3 Project Schedule

Clearly identify the proposed traffic control concept within the Project Schedule.

2.3.4.2.3 Work Plan and Schedule

2.3.4.2.3.1 Baseline Schedule

Submit a Baseline Schedule that outlines the Work required to complete the Project. **This schedule needs to clearly show the approach the contractor will use to ensure that the work is complete by the Contract Finish Date.** Include in the Baseline Schedule:

- Proposed dates for Substantial Completion, Final Owner Acceptance, and Final Completion.
- Show activities, activity durations, logical relationships between activities for engineering, construction, and maintenance of traffic.
- Accommodate all schedule constraints noted in this RFP.
- Provide a narrative description of the proposed Baseline Schedule.

To facilitate the Department's review of the Proposer's proposed Baseline Schedule, use the software specified in Section 2.8 (Prosecution and Progress) for the Work plan and schedule. The Department may deem unresponsive any Proposal that does not specify a Proposal Substantial Completion date. Submit both hard copies and electronic copies of the schedule with the proposal.

2.3.4.3 VACANT

2.3.4.4 VACANT

2.3.4.5 VACANT

2.3.4.6 Price Proposal Requirements

Place all data and information required to be included in the Price Proposal in a sealed package, separate from any other Proposal information and clearly marked "Price Proposal." If the Proposer does not provide all requested information, the Department may consider the Proposer nonresponsive.

The Proposer shall submit Form F in Appendix E (Proposal Form), which will be consistent with the Price Proposal. No price element shall be blank.

2.3.4.7 Receiver of RFP Documents and Other Notices

Specify in the cover letter one contact person including that person's phone number and the address to which all Department notices and RFP Addenda are to be sent. Failure to so notify the Department may result in the Proposer failing to receive Addenda or other important communications from the Department.

2.3.5 PROPOSAL EVALUATION AND SCORING

2.3.5.1 Best Value:

The procurement process adapted for the Project has been developed with the goal of providing the best overall value for the Department and the citizens of the State. The selection process will be evaluation-based, with several factors being rated. A "best value" is defined as the Lowest Adjusted Proposal Price when considering all of the evaluation factors together, including technical and price ratings.

2.3.5.2 Technical and Price Proposals:

The procurement process includes four components:

1 A period for discussion with and clarification by each Proposer
2 Submittal of a Technical Proposal, Price Proposal
3 Proposal Evaluation

2.3.5.3 Separation of Technical and Price Evaluation

The evaluation of Technical Proposals will be totally separate from the evaluation of the Price Proposals. The evaluation of the Technical Concepts section of the Technical Proposals will be totally separate from the other factors in the Technical Proposal. The proposed prices will not be disclosed to the technical evaluators until after the technical evaluation is complete. Accordingly, the Proposer shall set forth pricing information only in the sealed Price Proposal.

2.3.5.4 Review of Evaluation Factors

The Department's Proposal evaluation team will evaluate all Proposal documents by carefully considering each of the technical evaluation factors.

2.3.5.5 Minimum Acceptable Requirements

The Proposals will be evaluated to determine whether the minimum acceptable requirements have been met. The Department's Proposal evaluation team will evaluate all Proposal documents by considering each of the technical evaluation factors. A technical evaluation score of 700 or more must be achieved in order to receive the stipend.

2.3.5.6 Raw Technical Evaluation Score

The technical evaluation factors are tabulated in the table below. Proposers will be disqualified for receiving a Fail for any evaluation factor that is scored Pass/Fail. Proposers will be disqualified for receiving a score below the minimum acceptable score for any scored evaluation factor. The technical evaluation score, T, will be calculated by summing the Proposer's points in the Score column in the table below.

Technical Evaluation Scoresheet	Max Score	Min Accept Score	Score
Part 1 - General			
Acknowledgements per 2.3.4.1.1 A	P/F	P	
Acknowledgements per 2.3.4.1.1 B	P/F	P	
Proposal Guaranty per 2.3.1.9 (Appendix E, form__)	P/F	P	
Executive Summary	P/F	P	
Form A - Proposer Information	P/F	P	
Form B - Responsible Proposer Questionaire	P/F	P	
Form E - Non-collusion Affidavit	P/F	P	
Form I - Escrowed Proposal Document Agreement	P/F	P	
Form L - Certification Regarding Use of Contract Funds for Lobbying	P/F	P	
Form L2 - Disclosure of Lobbying Activities	P/F	P	
Part 2 - Technical			
Key Personnel	400	280	
Maintenance of Traffic	300	210	
Work Plan and Schedule	300	210	
GRAND TOTAL	**1000**	**700**	

2.3.5.7 Technical Rating.

The Technical Evaluation Score will be determined by summing the points from the table above. The Technical evaluation score will be a number between 700 and 1000.

2.3.5.8 Vacant

2.3.5.9 Price Evaluation Scores.

The Price Proposal will be reviewed after the review of the Technical Proposals. Price Proposal evaluation factors will be pass/fail for:

- Price magnitude (i.e., whether the proposed price is within the Department's budget for the project).
- Price realism (i.e., whether the proposed prices are consistent with RFP requirements)

2.3.5.10 Vacant

2.3.5.11 Proposal Rating.

The Overall proposal rating will be determined using the following equation:

$$\$P_{adj} = \$P_{prop} - [T*(\$1{,}000)]$$

Where:

$\$P_{adj}$ = The adjusted proposal price (i.e., The Proposal Rating)
$\$P_{prop}$ = The Lump Sum Proposal Price from the bid form
T = Technical Evaluation Score, from above
A number between 700 and 1000

2.3.6 VACANT

2.3.7 VACANT

2.3.8 PROPOSAL REQUIRED FORMS

Complete and submit all forms included in Appendix E of the RFP.

2.3.9 PUBLIC RECORDS DISCLOSURE

All records, documents, drawings, plans, specifications, and other materials relating to the conduct of Department business, including materials submitted by Proposers, are subject to the provisions of Utah Code Sections 63-2-301 et seq. and any other laws and regulations applicable to the disclosure of documents submitted under this RFP. Such laws govern the Department's use and disclosure of its records.

Litigation. In the event of litigation concerning the disclosure of any submitted material, the Department's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court or Agency, and the submitting party shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk.

Confidentiality after Award. Approaches, solutions, plans, and innovations submitted specifically to address information requested by the RFP shall be held confidential during the Proposal evaluation process, but upon payment of the stipulated fee, the information provided that directly relates to the Project may be used by the Department after award of the Contract regardless of label of "Trade Secret," etc.

2.4 AWARD AND EXECUTION OF CONTRACT

2.4.1 CONSIDERATION OF PROPOSALS

The Department will receive the Proposals on or before the date and time, and at the place specified in the RFP. The Proposals will be separated into the Technical Proposal and Price Proposal and delivered to the Technical and Price Evaluation Teams. The Technical Proposal Team will not see the Price Proposal and the Price Proposal Team will not see the Technical Proposal. The evaluation teams will evaluate each of the proposals separately and the Technical Proposal will be evaluated before the Price Proposal is opened. The evaluation teams will submit their evaluations to the Project Manager, who will recommend a selection based on the formula in 2.3.5.11.

The Department reserves the right to reject any or all Proposals, waive technicalities, modify the RFP and advertise for new Proposals or request Best and Final Offers, or proceed to do the Work.

The Proposer may request withdrawal of a Proposal after the Proposal submittal by submitting a notarized affidavit within 24 hours after Proposal submittal deadline that declares a clerical or mathematical error in Proposal preparation and including the following:

a. Submitting accompanying declaration with original work sheets used in Proposal preparation;
b. Describing specific error(s) in detail; and
c. Verifying that error is of a significant monetary effect in the amount of 3 percent of the Lump Sum Price or greater.

Errors of judgment are not grounds for requesting Proposal withdrawal.

2.4.2 AWARD OF CONTRACT

The Contract award will be made within 30 calendar days after the Proposal submittal deadline to the Proposer the Department determines is most responsive to the RFP and has offered the best value for the State according to the formula in Section 2.3.5 (Proposal Evaluation and Scoring).

The Department may withhold award beyond the 30 days with the approval of the successful Proposer. If the award is not made within 30 calendar days, the Proposer may withdraw its Proposal without liability.

The successful Proposer will be notified by a letter mailed to the address shown in their Proposal. The letter will state that the Proposal has been accepted and that the Contract has been awarded.

If only one Proposal is submitted, or all but one Proposal have been withdrawn, the Department may award the Contract to the sole Proposer if its proposal is responsive.

2.4.3 CANCELLATION OF AWARD

The Department reserves the right to cancel the award of any Contract before execution without liability against the Department (except where a stipend is specified) if, in the judgment of the Department, the best interest of the State will be promoted thereby. If a stipend is specified, the successful Proposer will be paid the stipend per the instructions in Section 2.3 (Instruction to Proposers).

2.4.4 RETURN OF PROPOSAL GUARANTY

Proposal guarantees, other than Proposal bonds, will be returned to all Proposers except the two highest scoring Proposers, as soon as practicable after the evaluation of the Proposals. The guaranty of the most successful and the second most successful Proposers will be returned after a satisfactory contract bond has been furnished and the Contract has been executed.

A Proposer will not be released from the Proposal Process because of an alleged error in the preparation of the Proposal unless the Department returns the Proposal guaranty.

2.4.5 AWARD

Award of the Contract (if made) will be made to the Proposer that the Department determines is responsive to the RFP and whose Proposal has the highest proposal rating.

2.4.6 DEPARTMENT RIGHTS AND PROTESTS

2.4.6.1 Department Rights

The Department may investigate the qualifications of any Proposer under consideration, may require confirmation of information furnished by a Proposer, and may require additional evidence of the Proposer's qualifications to perform the Work described in this RFP. The Department reserves the right, in its sole and absolute discretion and for whatever reason, to:

- Reject any or all of the Proposals.
- Issue a new RFP.
- Cancel, modify, or withdraw the entire RFP.
- Modify the RFP process.
- Solicit subsequent Proposals from the Proposers.
- Appoint evaluation committees to review Proposals and seek the assistance of outside technical experts in Proposal evaluation.
- Revise and modify, at any time, the factors it will consider in evaluating responses to this RFP and otherwise revise or expand its evaluation methodology.
- Hold meetings and conduct discussions and correspondence with all of the Proposers responding to the RFP to seek an improved understanding and evaluation of the responses to this RFP.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
- Waive or permit corrections or supplements to data submitted with any response to this RFP.
- Approve or disapprove the use of particular Proposal team members or changes in Proposals. (A substitution of any of the Major Participants will be carefully scrutinized and may result in disqualification of the Proposal.)
- Accept other than the lowest-priced Proposal.
- Waive deficiencies, informalities, and minor irregularities in Proposals; accept a nonconforming Proposal or seek clarifications or modifications to a Proposal.
- Require a Guarantee (or Guarantees) of the Contract by a parent company (or companies) of the Proposer or any of its members, joint ventures, or partners or the parent companies of any such member, joint venture, or partner.

This RFP does not commit the Department to enter into the Contract or any other contract. The Department assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering

a response to and/or responding to this RFP. Except for payment of the stipulated fee to certain Proposers as provided in Section 2.3.2.13 (Stipulated Proposal and Project Cancellation Fees), all such costs shall be borne solely by each Proposer.

In no event shall the Department be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a Contract, in form and substance satisfactory to the Department, has been executed and authorized by the Department, and then only to the extent set forth therein.

2.4.6.2 Protests

Any protests concerning this procurement will be governed by Utah Code Sections 63-56-45 et seq. and must be filed with the Department in writing and delivered as specified in Section 2.3.2.15 (Delivery Address for Proposals) within 60 days of Award of Contract. Each Proposer, by submission of a Proposal, agrees not to contest the Department's authority to enter into a Contract under the terms set forth in this RFP.

2.4.7 CONTRACT BONDS

2.4.7.1 General

The Department will furnish necessary bond forms to the successful Proposer. Complete, execute, and return forms to Department as required by the Utah Procurement Code.

Underwriting Limitation is stated in the United States Department of Treasury Circular 570, *Surety Companies Acceptable on Federal Bonds*. Only companies listed in the Department of Treasury Circular 570 are acceptable.

The Department will declare a Proposal non-responsive if its surety company is not listed in the Department of Treasury Circular 570 or if co-insurance, reinsurance, or other acceptable method is not provided when a company's underwriting limitation is deemed insufficient. Alterations, extensions of time, extra and additional work, or other changes authorized by the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

If a Design-Builder's surety is unable to provide payment, the Department will cancel all Work on the Contract unless it is determined to be in the public interest to continue the Work.

2.4.7.2 Payment Bond

The Payment Bond secures the payment of the claims of laborers, mechanics, or material men employed on the Work under the Contract. The Payment Bond shall equal 100 percent of the Contract Price. The Payment Bond and security assets, as applicable, shall remain in effect until the date of final payment and until all obligations and liens under this Contract have been satisfied. The Payment Bond shall be separate from the Performance Bond.

2.4.7.3 Performance Bond

The Performance Bond guarantees the faithful performance of the Contract. The Performance Bond shall equal 100 percent of the Contract Price. The Performance Bond and security assets, as applicable, shall remain in effect until the date of final payment and until all obligations and liens under this Contract have been satisfied. The Performance Bond shall be separate from the Payment Bond.

2.4.8 EXECUTION OF CONTRACT

2.4.8.1 Execution and Approval of Contract

Promptly following Award of the Contract, the Department will deliver three execution copies of the Contract to the selected Proposer. The selected Proposer shall sign the Contract and deliver the following documents to the Department within 15 calendar days of receipt of the Award Notice:

1. Signed Contract (three executed duplicate originals)
2. Performance and payment bonds

The Contract shall not be effective until both the Proposer and the Department have signed it. The Proposer may withdraw the Proposal without penalty if the Department within 30 calendar days after receiving signed Contracts and Contract Bonds does not execute the Contract.

2.4.9 FAILURE TO EXECUTE CONTRACT

The Department may cancel the Notice of Award and keep the Proposal guaranty if the successful Proposer fails to execute the Contract and file acceptable Bonds and insurance certificates evidencing coverage within 15 calendar days after the date of the Notice of Award. No stipend will be paid to the selected Proposer if the Award is not consummated due to failure of the selected Proposer to provide the information specified herein. Additionally, the Department may (but is not obligated to) award the contract to the next highest rated Proposer or the work may be re-advertised.

2.5 CONTRACT GENERAL CONDITIONS

Comply with all of the specifications included in the UDOT 2005 Standard Specifications unless modified or replaced by documents in this RFP.

2.6 CONTROL OF WORK

Role of Department

Project Manager: The Department has designated Craig Hancock as Project Manager. Although he will be supported by various Department staff members with designated Project responsibilities that may closely relate to the Design-Builder's activities, the Project Manager will at all times be the primary interface between the Design-Builder and the Department. The Design-Builder may interface with the Department's Project staff and consultants only as specifically designated by the Project Manager.
Oversight: For its own benefit, the Department will oversee all Project activities, operations, and end products to satisfy itself that the Design-Builder is meeting the Contract requirements for design, construction, and maintenance of the Project.
Contract Administration: The Department has assigned Greg Searle to administer the Contract, including invoice review, approval, and payment; schedule review; performance evaluation; Change Order negotiation; disputes resolution; and any other activities indicated by the Contract.
Coordination: The Department has and will continue significant interfaces with federal, State and local agencies, the public, utility companies, and municipalities. As such, the Department will coordinate jointly with the Design-Builder's activities in community relations, public information and involvement, and governmental agency liaison. The Design-Builder shall support the Department in these coordination activities, as specified in the Contract Documents. The Department's involvement in no way relieves or eliminates the Design-Builder of its responsibility for coordination of these activities.
Compliance: The Department will review and oversee all Project activities to satisfy itself of the Design-Builder's compliance with all applicable governmental rules and approvals.

2.6.1 AUTHORITY AND DUTIES

A. Design-Builder shall be responsible for and have control over the design including QC and QA, construction means, methods, techniques, sequence, procedures, Site security, and Site safety, and shall be solely responsible for coordinating all portions of the Work under the Contract Documents, subject, however to all requirements contained in the Contract Documents.

1. Provide and comply at all times with all requirements of the Safety Plan approved by the Department. The Design-Builder shall take all reasonable precaution and be solely responsible for the safety of and shall provide protections to prevent damage, injury, or loss to:
   a. All employees of the Design-Builder and its Subcontractors performing the Work and other Persons who are on the Site or would reasonably be expected to be affected by the Work
   b. The Work and materials and equipment to be incorporated therein
   c. Ensure that all of its activities and the activities of its employees, agents, officers and Subcontractors and all other Persons for whom the Design-Builder may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public to the maximum extent practicable.

B. The Engineer will decide all questions which may arise as to the quality and acceptability of materials furnished, work performed and the rate of progress of

the work; all questions which may arise as to the interpretation of the Plans and Specifications; and all questions as to the acceptable fulfillment of the Contract on the part of the Design-Builder.

C. The Department has the authority by written order to suspend the work without liability wholly or in part if the Design-Builder fails to:

1. Correct conditions unsafe for the project personnel or the public
2. Complete Contract Provisions
3. Comply with Department orders

D. The Engineer may audit the books and records of the Design-Builder or a subcontractor to the extent that the books and records relate to the performance of the Contract or subcontract, including cost or pricing data submitted under Section 2.5.4, (Changes). Books and records that relate to the performance of the Contract shall be maintained by the Design-Builder for a period of three years after the date of final payment under the prime contract and by the subcontractor for a period of three years after the date of final payment under the subcontract, unless a shorter period is authorized in writing by the Department.

E. The Engineer may, at reasonable times, inspect that part of the plant or place of business of the Design-Builder or subcontractor that is related to the performance of the Contract.

F. The Design-Builder may suspend work only with the approval by the Engineer for:

1. Periods of unsuitable weather
2. Conditions unsuitable for the prosecution of work
3. Any other condition or reason determined to be in the Department's interest.

2.6.2 PLANS AND WORKING DRAWINGS

A. Design-Builder is responsible for design and will be required to provide Project Design Documents to the Department for review.

B. The Design-Builder shall furnish the Design Documents to the Department and shall obtain the Department’s Acceptance of the Final Design Documents. The Design-Builder shall construct the Project in accordance with the Released for Construction Documents.

C. Keep one full set of the Released for Construction Documents on the project site at all times.

D. Reviews, inspections, tests, and approvals conducted by the Department and others do not constitute acceptance of the materials or Work reviewed, tested, or inspected. The Department may reject or accept any Work or materials, request changes, and/or identify additional Work that must be done to bring the Project into compliance with Contract requirements at any time prior to FOA, whether or not the Department or any such Persons conducted previous reviews, inspections, tests, or approvals. The Design-Builder shall not be relieved of obligations to perform the Work in accordance with the Contract Documents, or any of its Warranty obligations, by reviews, tests, inspections, or approvals performed by any Persons, or by any failure of any Person to take such action.

E. Shop and working drawings for permanent work shall include structural steel fabrication plans, prestressed girder fabrication plans, expansion joint fabrications, anchor bolt layouts, shop details, erection plans, equipment lists, and any other information and details as required to adequately control the Work. Shop and working drawings shall be reviewed and approved by the engineers who prepared the Project Design Documents. Work shall not be performed or materials ordered until working drawings for such work, or changes thereto, are approved. Such approval shall not relieve the Design-Builder of responsibility for the successful completion of the Work.

F. The Design-Builder shall be responsible for agreement of dimensions and details as well as for conformity of his working drawings with the Contract. The Design-Builder shall indicate on the working drawings all deviations from the Contract and shall also itemize and explain all deviations in the letter of transmittal.

G. Upon receipt of an approved copy of the shop working drawings, the Design-Builder shall furnish to the Department:

1. Two approved sets of prints.
3. An electronic file that is viewable and printable with Department hardware and software.

2.6.3 CONFORMITY WITH CONTRACT AND DESIGN-BUILDER'S PLANS AND SPECIFICATIONS

A. Perform Work and furnish materials to meet Contract requirements, including the requirements established in the Released for Construction Design Documents.

B. When Work fails to meet Contract requirements but is adequate to serve the Work's intended purpose, the Department will decide the extent to which the Work will be accepted and remain in place. The Department will document the basis of acceptance by Change Order and adjust payment according to payment adjustment factors listed in the Contract Documents.

C. Remove, replace, or correct Work at no cost to the Department when a Work item does not meet specified requirements and results in work inadequate to serve the design purpose.

2.6.4 VACANT

2.6.5 ORDER OF PRECEDENCE OF DOCUMENTS

A. The RFP, Proposal and all supplementary documents are essential parts of the Contract and a requirement occurring in one is binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

B. Should discrepancies appear between any of the following parts of the Contract, a listed part shall take precedence over all those listed below it.

1. The Design-Builder's Proposal Documents (see Note below).
2. Addenda to the Request For Proposals
3. Request for Proposals Chapter 3
4. Request for Proposals Chapter 2
5. Request for Proposals Chapter 1
6. Request for Proposals Appendices

7. The Special Provisions prepared by the Design-Builder that are approved by the Department
8. UDOT 2005 Standard Specifications
9. UDOT 2005 Standard Drawings

Note: The Design-Builder's Proposal shall take precedence over the RFP only to the extent it exceeds the requirements of the RFP. In other words, if the Proposal Documents include statements that can reasonably be interpreted as offering to provide higher quality items than otherwise required by the Contract Documents or to perform services in addition to those otherwise required, or otherwise contain terms which are more advantageous to the Department than the requirements of the other Contract Documents, the Design-Builder's obligations hereunder shall include compliance with all such statements, offers and terms.

C. Do not take advantage of any apparent error or omission in the Contract.

D. Notify the Department promptly of any omissions or errors in the Contract so that necessary corrections and interpretations can be made.

2.6.6 DESIGN-BUILDER COOPERATION

A. Facilitate progress of the Work, and cooperate with Department inspectors and other contractors.

B. Employ a competent superintendent experienced with the Work being performed, and capable of reading and understanding the Contract Documents.

C. The superintendent must be:

1. Present at the project site at all times.
2. Available to execute instructions and directions from the Engineer or authorized representatives.
3. Authorized to act as agent for the Design-Builder on the work.

D. Supply all necessary resources to complete the Contract, regardless of the amount of work sublet.

E. The Design-Builder agrees that it has full responsibility for completing the design of the Project. The Design-Builder specifically acknowledges and agrees that:

1. Preliminary Design Plans made available by the Departments are preliminary and conceptual in nature.
2. The Design-Builder is not entitled to rely on any documents (including those designated as Reference Documents) or information provided by the Department (other than the RFP Documents).
3. The Design-Builder is responsible for correcting any errors, omissions and defects in the Preliminary Design Plans, which can reasonably be corrected through the design and/or construction process without a material change in the Project.
4. The Department's liability for errors, omissions and defects in the Preliminary Design is limited to Necessary Basic Configuration Changes. The Design-Builder is responsible for determining, prior to commencement of construction in an area, whether there are any errors, omissions, or defects in the Preliminary Design that might affect the construction to be performed in such area.

2.6.7 COOPERATION WITH UTILITIES

A. The Contract Documents (Utilities Information) will indicate the various utilities known to be within the work zone. The Design-Builder will notify all utility companies and shall be responsible for coordinating their Work and relocations, if any, with the utility companies.

2.6.8 COOPERATION BETWEEN CONTRACTORS

A. The Department reserves the right to contract for and perform other or additional work on or near the Work covered by the Contract.

B. Cooperate with other contractors working within the project limits. Conduct work without interrupting or inhibiting the progress or completion of work by other contractors.

C. Each contractor involved accepts all liability, financial or otherwise, in connection with the Contract.

D. Coordinate and sequence the work with other contractors. Arrange, place, and dispose of materials without interfering with the operations of other contractors on the same project.

E. Other Department projects may be ongoing within the limits of this project.

2.6.9 DESIGN-BUILDER PROVIDED CONSTRUCTION STAKES, LINES, AND GRADES

A. Perform the construction engineering, necessary calculations, and staking work. Include:

1. Reestablish survey points and centerlines.
2. Reference control points, when necessary.
3. Run a level circuit to check or reestablish plan benchmarks.
4. Set stakes for construction limits, right-of-way, drainage items, slopes, pavement structure, embankment and subgrade controls, bridge control points for vertical and horizontal alignment of all components, and any other stakes necessary to control lines and grades.

B. Furnish all stakes, templates, straightedges, and other devices necessary to check, mark, and maintain points, lines, and grades.

C. Conform to standard procedures used by Department engineering personnel.

D. Run level circuits to verify benchmarks the full length of road construction projects. On bridge construction projects, establish four benchmarks, two on each side of each structure unless physical conditions prohibit placement.

E. Maintain orderly and clear field notes in standard field notebooks consistent with standard engineering practices and meeting the Department's Manual of Instruction for Construction.

1. Use standard field books consistent with those customarily used by the Department.
2. Allow Department personnel to inspect these field books at any time.
3. The books become Department property once work is completed.

F. Supervise construction-engineering personnel and correct any errors at no additional cost to the Department.

G. Assume responsibility for the final accuracy of construction.

2.7 VACANT

2.8 PROSECUTION AND PROGRESS

2.8.1 CONTRACT TIME

2.8.1.1 Measuring Contract Time

This is a calendar date project. The project shall be substantially complete on or before the date show below.

2.8.1.2 Time for Substantial Completion

The Design-Builder shall achieve Substantial Completion on or before Auguat 1, 2005.

2.8.1.3 Time for Final Owner Acceptance

The Design-Builder shall achieve Final Owner Acceptance on or before 120 days have elapsed after Substantial Completion. Liquidated damages shall be assessed for failure to achieve Final Owner Acceptance within the amount of time allowed.

2.8.1.4 Time for Final Completion

The Design-Builder shall achieve Final Completion on or before 60 days have elapsed after the end of the Warranty Period. Liquidated damages shall be assessed for failure to achieve Final Completion within the amount of time allowed, per Section 2.8.3 (Failure to Complete on Time).

2.8.2 EXTENDING CONTRACT TIME

Additional contract time may be requested as part of project change orders covering extra work requested by the Department, suspensions of work, and other excusable delays. A narrative clearly explaining the cause and duration of the delay shall accompany such requests for time extensions. The narrative shall be supported by a project schedule impact delay analysis showing that the overall project critical path, and thus the substantial completion date, is negatively affected by the number of days requested. Such schedule analyses shall be based on the most current project schedule update. Any changes made to the schedule, as part of these analyses shall be explained. This includes explaining the addition or deletion of activities, modified activity durations, changes in activity relationships and constraints, and any other change that contributes to the schedule delay.

2.8.3 FAILURE TO COMPLETE ON TIME

A. The Department will deduct from any money due the Design-Builder the following sums as liquidated damages for failure to achieve the contract milestones for Substantial Completion, Final Owner Acceptance, and Final Completion within the times specified in Section 2.8.8, "Contract Time".

B.

Liquidated Damages for Failure to Achieve Contract Milestones within the Time Allowed		
Starting	**Ending**	**Liquidated Damages per Calendar Day**
August 1, 2005	Substantial Completion	$10,000.00
The 121st Calendar Day after the date of Substantial Completion	Final Owner Acceptance	$250.00
The 61st Calendar Day after the last day of the Warranty Period	Final Completion	$100.00

B. Allowing the continuation and completion of the Work after the specified contract completion time or approved extension has elapsed does not waive the Department's rights under the Contract.

2.9 DBE GOAL, TRAINING, AND DAVIS-BACON WAGES

The DBE goal for this project is 0%.

There are no training hours required.

It is required that Davis-Bacon Wages are paid on this project.

Reference Appendix D for the Davis-Bacon wage rate requirements.

2.10 MEASUREMENT AND PAYMENT

2.10.1 SCOPE OF PAYMENT

A. Department will fully compensate Design-Builder as provided in the Contract for:

1. Furnishing all materials, labor, equipment, tools, transportation and incidentals required for completion of the work.
2. All loss or damage due to the nature of the work, action of the elements and unforeseen difficulties until final acceptance by the Department, subject to the provisions of Section 2.5.12, Design-Builder's Responsibility for Work.
3. All costs arising from any infringement of a patent, trademark, or copyright.

B. Lump sum: Complete payment for the work described in the Contract when used as an item of payment.

C. Design-Builder will not be paid for:

1. Work that is in excess of that contained in the Contract Documents.
2. Removal and replacement of defective work.
3. Loss of anticipated profits.

D. Neither partial payment nor release of retainage will relieve the Design-Builder of the obligation to correct all defective work or materials.

2.10.2 SCHEDULE AND PAYMENT

2.10.2.1 General

Payment will be made in accordance with UDOT 2005 Standard Specifications except as modified below.

2.10.2.2 Scheduling Requirements and Documents

For all scheduling requirements and documents, see UDOT 2005 Standard Specifications Section 00555, Prosecution and Progress.

Utilities. Include in all schedule submittals and additional, separate Work segments, activities, and sub-activities of the Project for coordinating with and accomplishing Work associated with Utilities.

2.10.2.3 Invoicing Requirements

Submit monthly invoices to the Department by the first day of each month, unless otherwise agreed in writing with the Department.

Partial Payments. Do not include any payment item on an invoice for Work that has been documented as deficient by the Department, or Work that is not being performed in accordance with the Contract. Note the provisions for partial payments for deficient Work or for payment at a reduced price in Section 2.6 (Control of Work).

Reimbursement. If requested by the Department, provide separate invoices for work subject to reimbursement by the Federal government or third parties. Organize such invoices to meet all applicable reimbursement requirements and to facilitate the reimbursement process.

2.10.2.3.1 Payment for Mobilization

Payment for mobilization, when identified as discrete activities in the CPM schedule, shall not exceed 5% of the total contract amount during the first six months of the project.

2.10.2.3.2 Invoicing Documents

No invoice will be processed until the Department has received the documents listed in Section 2.10.2.

The invoice value will be based on the agreed-upon progress for the cost-loaded schedule activities.

Submit the following documents with each invoice:

- Invoice cover sheet
- Invoice data sheet(s) and supporting documents based on the cost loaded schedule
- Monthly design exception report

The invoice data sheets shall show line entries for each active activity on the project schedule showing total percent complete, percent complete this period, and total billing for the activity.

Make all invoices and progress reports consistent with the current, approved Project Schedule and the current, corrected Monthly Plan Update.

Obtain the signatures of the Design-Builder's Project Manager on the progress report.

2.10.2.3.3 Invoice Cover Sheet

Indicate the following on the invoice cover sheet:

- Project number and title - **STP-0092(5)1 – SR-92; East of I-15 in Lehi** - and Invoice number (numbered consecutively, starting with "1")
- Period covered by the invoice (specific beginning and ending calendar days)
- Total amount earned to date for the project as a whole and for each Work segment (as required to calculate, withhold, deposit, or release retainage on each Work segment Schedule of Values, depending on the percentage complete for each Work segment)
- Authorized signature, title of signer, and date of signature

2.10.2.3.4 Invoice Data Sheets and Supporting Documents

General. The Department will base payments on an estimate of the percentage of Work completed, as mutually agreed with the Design-Builder, and not on measured quantities, except for cost-plus or unit-price Change Order Work. Facilitate this method by correlating the schedule and invoice data sheets so that the invoice data sheets have an individual line entry for each project schedule activity. For each activity, show the total percent compete, the percent completed this period, and the total dollar billing for the activity.

Format. Present the format of the Invoice Data Sheets for Department approval at least 14 calendar days before the submittal of the first invoice. Once the Department has approved the invoice format, do not change the format unless the change is subsequently approved.

The Department will pay to the Design-Builder the amount shown on the Design-Builder's invoice, less retainage and any deductions or increases as described in the RFP.

2.10.2.4 Payment

General. The Department will simultaneously review each invoice and progress report in detail and process the invoice for payment. The Department will pay the Design-Builder within 14 calendar days of receipt of the invoice and supporting documents required by the Contract. If the Department questions or disputes any item, it will redline the item and refer the item back to the Design-Builder for resolution before payment. The Department will deduct from the payment the value of the items not resolved to its satisfaction before the payment date.

Incorrect Invoices. If problems persist in obtaining correct invoices and the required accompanying documents from the Design-Builder, the Department reserves the right to withhold payment until correct and complete invoices and documents have been submitted.

2.10.3 PAYMENT FOR DIFFERING SITE CONDITIONS, CHANGES, EXTRA WORK

Reference UDOT 2005 Standard Specifications Section 00725, Scope of Work.

2.10.4 FORCE ACCOUNT

Reference UDOT 2005 Standard Specifications Section 01282, Payment.

2.10.5 PROGRESS PAYMENTS

A. Department will make progress payments at least once each month when the work is progressing.

B. More frequent payments may be made during any period when the Department determines that the value of work performed during the period is of sufficient amount to warrant a payment.

C. Payments will be based on progress invoices prepared by the Design-Builder and approved by the Department of the value of the work performed and materials in place under the Contract and for materials delivered under this Section 2.10.6, Payment for Material on Hand.

D. Department will make no progress payment when the total value of the work done since the last invoice is less than $1,000.

2.10.5.1 Retainage

A. From the total of the payable amounts, the Department will deduct and retain 5 percent until after the entire Contract has been completed in an acceptable manner. When more than 95% if the work is finished and with the consent of the Surety, the Department may reduce the retention to 1-1/2 percent of the original contract amount.

B. The Design-Builder may enter into an addendum agreement providing for the payment of retained monies into an escrow account, or the Department will do so automatically.

1. These monies are to be applied toward the purchase of approved securities that are to be held by an escrow agent until satisfactory completion of the construction Contract.
2. The value of the securities placed in escrow will have a minimum value equal to or greater than the amount that would otherwise be retained.
3. The addendum agreement must be executed concurrently with the execution of the construction Contract. Agreement forms are available in

the office of the Department's Engineer for Construction and Materials.

2.10.6 PAYMENT FOR MATERIAL ON HAND

A. No payment will be made for materials on hand. Materials will be paid for only after they have been incorporated into the Work.

2.10.7 ACCEPTANCE AND FINAL PAYMENT

A. When the project has been accepted as provided in Section 2.6.18, Final Owner Acceptance, the Design Builder will prepare the final progress invoice of work performed.

1. If the Department approves the final progress invoice, the final payment will be processed.
2. After approval of the final progress invoice the Department will pay for the entire sum due after deducting all previous payments and all amounts to be retained or deducted under the provisions of the Contract.

B. If additional payment is due from the Department, file with the Department a full, complete, and itemized written statement justifying the adjustment within 30 calendar days after the final invoice is submitted for approval.

1. All disputes not itemized in said statement are waived by the Design-Builder.
2. Submission of disputes by the Design-Builder will not be reason for withholding full payment of the total value of work shown on the Engineer's final estimate.
3. The Department will evaluate the dispute. If it is determined that additional payment is due, the final invoice will be revised accordingly, under the terms of the Contract. If not, the invoice as submitted will be final.

C. All prior progress invoices and payments will be subject to correction in the final progress invoice and payment.

D. The Design-Builder will have the final documentation, including all project certifications, complete and to the Department before the final progress invoice will be processed for payment.

2.10.8 VACANT

2.10.9 VACANT

2.10.10 UTILITIES

The Design-Builder shall include all costs for coordinating with utility companies and providing maintenance of traffic and traffic control for all utility relocations in the Lump Sum Contract Price. Incentives and Price Reductions

2.10.11 INCENTIVES

No incentives will be paid on this project.

2.10.12 VACANT

2.10.13 PRICE REDUCTIONS

General Scope. Price reductions for non-conforming work will be assessed in accordance with

this Section. A quality value of various materials has been established based on Section 2.6 (Control of Work), Section 2.6.12 (Correction of Nonconforming Work). Deviations from these specifications, if accepted by the Department, will result in a requirement to reimburse the Department a portion of the Contract price based on the price reductions specified herein below.

Where price reduction is determined by the use of a pay factor, the amount of price reduction will be computed by the following formula: price reduction = (unit price) x {1.0 – (pay factor)}.

2.10.13.1 Traffic Control

Specification Reference: UDOT 2005 Standard Specification - Section 01554

Unit: Daily Charge

Unit Price: $500 per day will be used as the price reduction determination.

2.10.13.2 Vacant

2.10.13.3 Vacant

2.10.13.4 Vacant

2.10.13.5 Untreated Base Course (UTBC)

Specification Reference: UDOT 2005 Standard Specification - Section 02721

Unit: Ton, in place

Unit Price: $8 will be used in the price reduction determination.

2.10.13.6 Hot Mix Asphalt

Specification Reference: UDOT 2005 Standard Specification - Section 02741

Unit: Ton, in place

Unit Price: $38 will be used in the price reduction determination.

Price Adjustment – Rejected Lots: The Department will deduct $13.70 per ton if a rejected lot is allowed to remain in place.

2.10.13.7 Vacant

2.10.13.8 Pavement Marking Paint

Specification Reference: UDOT 2005 Standard Specification - Section 02765

Unit: Gallons, in place

Unit Price: $420 will be used in the price reduction determination.

2.10.13.9 Plant Mix Seal (Open Graded)

Specification Reference: UDOT 2005 Standard Specification - Section 02786

Unit: Ton, in place

Unit Price: $35 will be used in the price reduction determination.

Price Adjustment – Rejected Lots: Department will deduct $13.70 per ton if a rejected lot is allowed to remain in place.

2.10.13.10 Structural Concrete

Specification Reference: UDOT 2005 Standard Specification - Section 03055

Unit: Cubic yard (yd^3) of Concrete, in place

Unit Price: $300 per cubic yard will be used in the price reduction determination.

2.10.13.11 Vacant

2.10.13.12 MSE Walls – Single Stage

Specification Reference: UDOT 2005 Standard Specification - Sections 02831 through 02836

Unit: Square feet (ft^2), in place

Unit Price: $32 will be used in the price reduction determination.

2.10.13.13 MSE Walls – Two Stage

Specification Reference: UDOT 2005 Standard Specification - Section 02837

Unit: Square feet (ft^2), in place

Unit Price: $40 will be used in the price reduction determination.

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CHAPTER 3
WORK REQUIREMENTS

3.1 GENERAL REQUIREMENTS

3.1.1 PROJECT-WIDE COMPONENTS

3.1.1.1 Use of English Units

Design, construct, and document the Project in English units of measure.

3.1.1.2 Preliminary Design Package

Requirements. Develop the Project design so as to meet all requirements of the Contract Documents. The Preliminary Design in Appendix F (Preliminary Plan / Existing Topography) was developed only to a limited level. The Design-Builder is to adapt the Preliminary Plan as a basis of its design:

- Ensure the resulting design meets the requirements of the Contract Documents, and
- Diligently review and verify the Preliminary Plans prior to use; assume responsibility for any Project requirements arising out of such review and pay any related costs.
- Use the most current UDOT standard drawings and the 2005 UDOT Standard Specifications.

3.1.2 GENERAL SCOPE

Complete all work necessary to design, construct, and safely and effectively operate the completed roadways, and other components per the requirements of the Contract Documents. Comply with all Project requirements as specified in this RFP.

3.1.3 PROJECT MANAGEMENT

Manage the entire Project and coordinate all activities necessary to accomplish the requirements of the Contract Documents.

3.1.3.1 Management Criteria

3.1.3.1.1 Management

Achieve organizational performance that is consistent with the goals and direction of the Department. As primary management goals, provide to the public a roadway system that meets the scope, schedule and quality described herein at a fair cost, addresses the transportation need, and minimizes the Project impacts on the environment.

Keep communications with the Department continually open so that the project goals and quality needs are met as described in the RFP.

3.1.3.1.2 Key Personnel

Key Personnel Directory. Within seven calendar days of the Notice To Proceed (NTP) provide a Project directory, which includes the names of Key Personnel; their Project office address and location, e-mail address, and office telephone numbers, fax number, cellular and/or pager number(s); and their Project title and area(s) of responsibility.

On an organization chart, graphically represent the Project hierarchy and, as a minimum, identify personnel with responsibility for the following functions:

- Project management
- Quality
- Design
  - Roadway
  - Drainage
- Safety
- Construction
- Public Involvement Manager

3.1.3.2 Communications

3.1.3.2.1 Systems

General. Establish lines of communication necessary to control all facets of the Project. Maintain communications with the Department, the Federal Highway Administration (FHWA), the Utah Division of Air Quality (UDAQ), the Utah Division of Water Quality (UDWQ), other State of Utah agencies as appropriate; Lehi City and local or regional emergency response agencies or entities (including the Utah Highway Patrol), in accordance with the requirement of the Contract Documents.

3.1.3.2.2 Meetings and Coordination

Weekly Meetings. Plan for weekly meetings with the Department Project representatives and Traverse Mountain Development to discuss Project progress, issues, and planned Work for all phases of design and construction. Develop the meeting agendas with the Department. Provide meeting facilities unless otherwise agreed. Record minutes of each coordination meeting and distribute copies to the participants within two calendar days of the meeting date for the Department's information and confirmation.

Specialty Meetings. Plan also for coordination meetings with utility companies and other entities

3.1.3.2.3 Public Information and Public Relations

Refer to Section 3.13.

3.1.3.2.4 Emergencies

Emergency Actions. In any emergency affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, act to prevent any threatened damage, injury, or loss. If the Design-Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof, give the Department written notice within 24 hours.

3.1.3.3 Document Control

For all documents, conform to standards as set forth by Department policies and the Contract

Documents.

Records. Maintain in good order, in a secure and protected place at the site, one (1) record copy of all drawings, specifications, addenda, written amendments, change orders, NDC, FDC, and written interpretations and clarifications. Annotate them to show changes made during construction. Make these record documents, together with all approved samples and approved shop drawings, available to the Department for reference. Upon FOA, provide all records to the Department.

3.1.4 PROJECT DOCUMENTATION

3.1.4.1 General

Accept sole responsibility for the documentation of all project work for which the Design-Builder is responsible.

3.1.4.1.1 Format

Maintain all files in both the electronic media indicated in Section 3.1.5 (Software) and as hard copies.

3.1.4.1.2 Communications Distribution

As a minimum, prepare and make available to the Department Project Manager, Resident Engineer, and attendees of all meetings, hard copies and electronic files of all correspondence, minutes of meetings, etc., developed as a result of any and all communications with:

- The Department
- Utility owners
- Communities
- Agencies
- Members of the public
- Traverse Mountain

Accept sole responsibility for ensuring that all communications are distributed to the appropriate parties.

3.1.4.1.3 Electronic Files

Backups. Back up all electronic files partially every day and fully every week. Store all back-up tapes and compact disc (CD) ROMs in a secure area. See Section 3.1.5 (Software) for software requirements.

3.1.4.2 Design Documentation

3.1.4.2.1 Communication and Submittal Documentation

Maintain throughout the course of the Project, in the Design-Builder's engineer's office two (2) complete sets (at a minimum) of:

Contracts

- Calculations
- Reports
- Studies and investigations

- Plans
- Communications
- Minutes of meetings
- Review comments
- Permits
- ROW Agreements

At the FOA, submit one set of documents to the Department for its retention and use.

3.1.4.3 Field Documentation

3.1.4.3.1 Communication and Submittal Documentation

Maintain in the on-site Project office, and make available for Department review, two (2) complete hard copy sets of orderly files (at a minimum) that include the following:

- Contracts
- Subcontracts
- Change orders
- Shop drawings
- Pay invoices
- Minutes of meetings
- Field Design Changes (FDC)
- Claims
- Calculations
- Reports
- Non-Conforming Reports (NCR)
- Tests
- Notice of Design Change (NDC)

At the completion of the Project, submit one (1) set of the documents listed above to the Department for its retention and use.

3.1.4.3.2 Record Drawing Documentation

Work In Progress. Maintain in the field office a complete, neatly marked-up set of drawings upon which daily changes, alterations, and deletions are made to the "released for construction" drawings. All mark-up revisions shall be made with a red pencil and dated for correlation with FDCs, NDCs and change orders.

Work Finalized. Upon completion of the project, provide the Department with the following:

- As-built documents (computer-aided drafting and design [CADD] files and a hard copy signed by the Design-Builder.)
- Relevant data not previously submitted

Take special care to ensure that all construction changes have been entered on all As-Built documents affected by the change.

Include in the As-Built documents all changes and corrections to the plans that depict the final completed component, with relevant data showing (including copies of calculations not previously submitted with shop drawings or final design documents):

- Electrical systems (if any)
- Drainage systems
- Lighting systems
- Above ground and underground utilities
- Traffic signal systems
- Signing placement
- Highway alignment and grade revisions
- Roadway embankment
- Typical sections and cross sections

In the summary of As-Built quantities, separate each work activity and provide a total for the Project. Use the pricing elements that are indicated on Form F (Price Proposal) and Form G (Construction Price Elements), in Appendix E.

Format. Submit the As-Built documents in the Department's standard format, organized in accordance with standard Department numbering and naming conventions. Make all electronic files consistent with the software requirements of Section 3.1.5 (Software Requirements). Submit two (2) complete electronic sets on CD ROM (using the CADD standards on the Department web site) and as specified in Section 3.1.5, as follows:

- Enclose an accompanying index and instructions

Attach a cover sheet to the As-Built documents of each constructed Work component. On the cover sheet, include a written certification by the Design Quality Organization (DQO) Manager that the as-built documents accurately and completely indicate all changes and corrections made during construction.

- Obtain the signature, certification, and stamp of the DQO manager on the cover sheet of the As-Built documents for each constructed work component.
- Stamp or otherwise clearly mark each sheet of the As-Built documents "AS-BUILT."
- Submit a final copy of Right of Way drawings signed and stamped by a Utah Licensed Registered Land Surveyor.

3.1.4.4 Document Control Verification

General. Monthly, or more often as the situation may warrant, the Department will review the Design-Builder's document control performance. Develop a sign-off sheet that is filled out monthly, signed by the DQO Manager and Construction Quality Organization (CQO) Manager, and submit it with each monthly invoice as indicated in Section 2.10.2.3.3 Progress Report. The Department, as indicated in Section 2.10.2.4 (Payment), may withhold payment until documentation issues are corrected as specified herein.

3.1.5 SOFTWARE

Submit all design documentation, whether it is in process, final, or As-Built, to the Department as both hard-copy printouts and electronic files on CDs, using MicroStation and InRoads.

3.1.5.1 General

Acquire, use, and maintain for Project Work the software as specified in this Section.

Version. Use the current version of the specified software in effect as of NTP, unless otherwise called for in this Section.

File Server. Store all data files for the applications included in this Section on, or have them accessible through, the Design-Builder's central file server.

3.1.5.2 Required Project Software

Use the following software programs for Project Work:

Roadway.

- InRoads (by Bentley)—Same version the Department is using at NTP
- MicroStation (by Bentley)—Same version the Department is using at NTP

Structures.

- MicroStation (by Bentley)—Same version the Department is using at NTP

Scheduling.

- Primavera SureTrak Project Manager or Primavera Project Manager (P3)

Project Management.

- Design-Builder's choice

Word Processing and Spreadsheets.

- Microsoft Word 2000 (for word processing)
- Microsoft Excel 2000 (for spreadsheets)

3.1.5.3 RFP Software Programs

Text Documents. Text documents generated in the RFP were produced in Microsoft Word 2000. The filenames are designated by a ".doc" extension.

Spreadsheets. All spreadsheet files in the RFP were created in Microsoft Excel 2000. The filenames are designated by a ".xls" extension.

CADD Drawings. All CADD files in the RFP were created in MicroStation. The filenames are designated by a ".dgn" extension.

Scanned Documents. The filenames of scanned documents are designated by a ".pdf" extension.

3.1.5.4 Vacant

3.2 ROADWAY

General Scope. Design and construct the roadways in accordance with the requirements of this Section, including referenced standards and publications, performance requirements, design and construction criteria, and required submittals.

Warranty. Warrant roadway work in accordance with Section 3.17 (Warranty).

Maintenance During Construction. Maintain the roadways during construction in accordance with the requirements in Section 3.16 (Maintenance During Construction).

Project Changes. Have the flexibility to make Project changes that produce benefits or savings to the Department or the Design-Builder without impairing the essential functions and characteristics of the Project, such as safety, traffic operations, desired appearance, maintainability, environmental protection, drainage, and other permitted constraints.

3.2.1 REFERENCED STANDARDS AND PUBLICATIONS

3.2.1.1 Referenced Standards

General. Design and construct the roadway in accordance with the relevant requirements of the standards listed by priority in Table 3.2-1.

Conflicts and Priority. If there is any conflict in standards, adhere to the standard with the highest priority. However, if the Design-Builder's Proposal has a higher standard than any of the listed standards, adhere to the Design-Builders Proposal standard.

Ambiguity. If there is any unresolved ambiguity in standards, obtain clarification from the Department before proceeding with design or construction.

Version and Date. Use the most current version of each listed standard as of the initial Publication Date of this RFP unless modified by addendum or change order.

TABLE 3.2-1
REFERENCED STANDARDS FOR ROADWAY

Priority	*Author or Agency*	*Title*	*Document or Report No.*	*Date*	*Comments, Short Forms*
1**	Design-Builder	*Proposal for SR-92; East of I-15 in Lehi Design-Build Project*	n/a	*	Proposal
2	UDOT	Request for Proposals, SR-92; East of I-15 in Lehi Design-Build Project	n/a	***	RFP
3	UDOT	*Standard Drawings*	n/a	*	RFP
4	AASHTO	*A Policy on Geometric Design of Highways and Streets*	S99-GDHS-3	2005	"Green Book"
5	FHWA	*Manual on Uniform Traffic Control Devices* (Millennium Edition)	n/a	*	MUTCD
6	AASHTO	*Standard Specifications for Highway Bridges, 16th edition*	S99 HB16, HB 197, 98, 99	1996-1999	n/a
7	AASHTO	*Roadside Design Guide*	S99-RSDG-3	2002	n/a
8	AASHTO	*Guide for the Development of Bicycle Facilities*	I-GBF-3	1999	n/a
9	UDOT	*UDOT 2005 Standard Specifications for Road and Bridge Construction.*	n/a	2005	n/a

** If no date is given, the most current version as of the initial publication date of this RFP is specified.*
*** Only to the extent that it exceeds another listed standard.*
****Includes the original release of the RFP and all addendums.*
AASHTO = American Association of State Highway and Transportation Officials
FHWA = Federal Highway Administration

3.2.1.2 Referenced Publications

Supplementary Guidelines. Use the publications listed in Table 3.2-2 as supplementary guidelines for the design and construction of the roadway. These publications are listed in alphabetical order by the author or issuing agency and then by title, as they have no established order of precedence.

TABLE 3.2-2
REFERENCED PUBLICATIONS FOR ROADWAY

Author or Agency	*Title*	*Document or Report No.*	*Date*	*Comments, Short Forms*
AASHTO	*Model Drainage Manual*	n/a	1991	n/a
TRB	*Highway Capacity Manual*	Special Report 209-	2000	n/a
UDOT	*Engineering Technology System Manual*	n/a	*	n/a
UDOT	*Construction and Maintenance of Right-of-Way Fence*	Policy 08A-10	*	n/a
UDOT	*Construction Manual of Instruction*	n/a	2000	n/a
UDOT	*Design Process*	n/a	Nov. 2001	n/a
UDOT	*Engineering Consultant CADD Guidelines*	n/a	*	n/a
UDOT	*InRoads Design Standards Manual*	n/a	*	n/a
UDOT	*Manual for the Accommodation of Utilities and the Control and Protection of State Highway Right-of-Way*	n/a	Mar. 6, 2001	n/a
UDOT	*Manual of Instruction, Geotechnical*	n/a	Nov 2003	n/a
UDOT	*Manual of Instruction* (Surveying, Part 6)	n/a	*	n/a
UDOT	*Materials Manual of Instruction*	n/a	2002	n/a
UDOT	*Project Work Flow for CADD Manual*	n/a	*	n/a
UDOT	*Roadway Drainage Manual of Instruction, Part 4 (Supplement to AASHTO Model Drainage Manual)*	n/a	*	n/a
UDOT	*Steel and Concrete Construction Manual*	n/a	*	n/a

** If no date is given, the most current version as of the initial publication date of this RFP is specified.*
TRB = Transportation Research Board

3.2.2 PERFORMANCE REQUIREMENTS

General. Design and construct all roadways to meet the following performance requirements:

- Maintain a safe environment for motorists and give special consideration to avoiding potentially hazardous situations.
- Meet all UDOT roadway design standards.

3.2.3 DESIGN AND CONSTRUCTION CRITERIA

The electronic files provided in Appendix F (Preliminary Plans and Survey Information) are preliminary in nature. All designs must meet UDOT design standards.

Horizontal Alignment. The "SR 92 climbing lane.alg" file provides the horizontal alignment for SR-92, SB off ramp, Bull River Road and Bull River Irrigation Ditch in English units of measurement.

Lane Configuration. The "4600_Striping01.dgn" file provides lane configuration information. This file was created in English units.

Typical Section Information. The 4600_TS-01.dgn, 4600_TS-02.dgn, and 4600_TS-03.dgn files provide typical section information.

3.2.3.1 Bull River Road Design

If deemed necessary to realign a portion of Bull River Road, obtain all necessary design element approvals from Lehi City. Coordinate the roadway design with local governing agencies as

appropriate and to the satisfaction of the Department.

3.2.3.2 Limits of Improvements

Determine the construction limits of all improvements required on SR-92, I-15 off-ramp, Bull River Road, and Bull River Irrigation Ditch and include said limits in the design documents.

Provide continuity of the Project facilities to existing condition at the Project limits defined in Appendix F (Preliminary Plans and Survey Information).

3.2.3.3 Temporary Realignment

General. Furnish all necessary design documents and obtain all necessary permits for temporary traffic detours, temporary realignments of existing local roadways, and access roads affected by Project construction. Coordinate the design of these elements with affected local agencies to the satisfaction of the Department.

3.2.3.4 Design Exceptions

General. The Department has not approved any design exceptions but may consider exceptions from standards or criteria on a case-by-case basis. Such exceptions would be at specific locations where the Design-Builder has demonstrated an exception would accrue substantial benefit to the Department and the public. The Department discourages creating exceptions and will not consider exceptions for modest benefits.

Changes. Obtain Department approval of any such changes to the design standards or criteria. Fully and clearly document any changes from the UDOT design standards and criteria and maintain a complete record of all such changes for Department reference; see UDOT 2005 Standard Specifications.

3.2.3.5 Design Changes

Make no additions or deletions of any lane, ramp, or road in its entirety or in part from the Preliminary Design without prior approval from the Department.

3.2.3.6 Roadway Type

Design all new or redesigned roadway improvements to meet the following standards for new construction:

SR-92

- UDOT design standards for arterials, except as modified in this Section 3.2 (Roadway)
- Standard Drawing DD-12 (Rural Two Lane Highways) and AASHTO (A Policy on Geometric Design of Highways and Streets 2005) (Rural and Urban Arterials)

I-15 Southbound off-ramp

- UDOT design standards for freeways, except as modified in this Section
- Standard Drawing DD-4 (Geometric Design for Freeways)
- AASHTO (A Policy on Geometric Design of Highways and Streets 2005, Chapter 10, “Grade Separations and Interchanges”

3.2.3.7 Design Vehicle

Design Vehicle Type. The design vehicle type for SR-92, I-15 Off-ramp, and Frontage is an interstate semi trailer (WB65 or 67) or bus, whichever vehicle governs a particular roadway element; see AASHTO (A Policy on Geometric Design of Highways and Streets 2005).

3.2.3.8 Design Speeds

Design Speeds. Design speeds are defined as follows:

- SR-92. 45 mph from Sta. 0+00 through Sta. 50+00 and 55 mph to the end. For related information, see the UDOT Standard Drawings and AASHTO (A Policy on Geometric Design of Highways and Streets 2005).
- I-15 Off-ramp. 45 mph at SR-92 terminal area and through main body of ramp, 70 mph at ramp gore with I-15. For related information, see the UDOT Standard Drawings and AASHTO (A Policy on Geometric Design of Highways and Streets 2005).
- Bull River Road. 25 mph. For related information, see the UDOT Standard Drawings and AASHTO (A Policy on Geometric Design of Highways and Streets 2005).
- Temporary Roads (for Maintenance of Traffic). 10 mph lower than the above design speeds.

3.2.3.9 Typical Sections

General. The typical section for SR-92 has been developed and must be used unless changes are approved by UDOT prior to construction. All other typical sections are at the Design/Builder's discretion, but must meet current UDOT and AASHTO standards.

Preliminary plans for the SR-92 mainline, I-15 Off-ramp, Bull River Road, and Bull River Ditch are provided in Appendix F (Preliminary Plans and Survey Information). For related information, see the UDOT Standard Drawings and AASHTO (A Policy on Geometric Design of Highways and Streets 2005).

3.2.3.10 Lanes

Number of Lanes. The number of lanes on all roadways is shown in the typical sections in Appendix F.

Lane and Shoulder Widths. See the typical sections in Appendix F.

3.2.3.11 Alignment

The horizontal alignment for SR-92 has been developed and must be used unless changes are approved by UDOT prior to construction. All other alignments are left to the Design/Builder's discretion, but must meet current UDOT and AASHTO standards.

3.2.3.12 Superelevation/Pavement Cross Sections

SR-92 Mainline. For new or redesigned segments, see the UDOT Standard Drawings and AASHTO Standards (A Policy on Geometric Design of Highways and Streets 2005). A minimum cross slope of 2% must be maintained along SR-92 mainline. (See the typical section in Appendix F)

I-15 Off Ramp. For new or redesigned segments, see the UDOT Standard Drawings and AASHTO (A Policy on Geometric Design of Highways and Streets 2005).

Bull River Road. For new and redesigned segment, as a minimum use UDOT design standards for urban arterial streets.

3.2.3.13 Clearances

Lateral Clearance.

See the UDOT Standard Drawings and AASHTO (A Policy on Geometric Design of Highways and Streets 2005).

Maintenance Access for Slopes. Provide a minimum of 2 feet between toe of slope and the right-of-way line for all slopes.

3.2.3.14 Roadside Barriers and Curbing

3.2.3.14.1 Roadside Barriers

SR-92 Mainline and Ramps. Wherever the minimum width for clear zones, slope safety, or hazard protection can not be provided, place concrete barrier along the shoulder of all embankment sections; see the AASHTO *Roadside Design Guide*. The Roadside Design Guide provides guidance to the maximum necessary distance for clear-zone, however, further re-location and/or attenuation may be required beyond the clear zone if the context of the roadside features indicate the need to do so and as required by the Department. Use the UDOT standard Precast Concrete Barrier. See UDOT Standard Drawing BA1A, BA2A, and BA2.

3.2.3.14.2 Curbing

SR-92 Mainline. Replace the existing concrete curb and gutter impacted by construction with Type B1 curb. See UDOT Standard Drawing GW2 and GW3.

I-15 Off-ramp/SR-92. Add curb and gutter to ramps as needed for drainage purposes. See UDOT Standard Drawings GW2 and GW3.

Triumph Blvd. Replace all curb and gutter removed during construction as per Standard Drawings GW2, and GW3.

3.2.3.15 Cut and Fill Slopes and Slope Rounding

All Segments. See the UDOT Standard Drawings and AASHTO (A Policy on Geometric Design of Highways and Streets 2005).

3.2.3.16 VACANT

3.2.3.17 Surveying

Construction Surveying. Provide construction surveying in accordance with Section 2.6 (Control of Work), Section 2.6.9 (Design-Builder-Provided Construction Stakes, Lines, and Grades), and Section 3.12 (Survey).

3.2.3.18 Right-of-Way Fencing

Provide ROW fencing in accordance with Standard Specification-(DB) 02822 (Right-of-Way Fences and Gates). Provide temporary and property fencing in accordance with Section 3.11.5 (Property Fence Requirements). No ROW fencing will be impacted on the North side of SR-92.

3.2.3.19 Striping

Provide paint striping for all pavement surfaces. Remove existing paint striping that is in conflict with new construction, such that existing striping is no longer visible. Grinding of paint

lines will not be allowed on the final surface. See UDOT 2005 Standard Specifications, Section 02765 Part 3.4.

3.2.4 SUBMITTALS

Roadway Design Documents. Prepare design documents for roadway improvements at 1 inch = 60 feet on 11x17 in. paper. See Appendix F (Preliminary Plans and Survey Information).

3.2.4.1 Design Changes

Submit any proposed design change to the Department for review and approval per the requirements of Section 3.15 (Quality).

3.2.4.2 Final Design

General. The Design-Builder shall designate the name of the engineer in responsible charge for the design of each work activity. The engineer in responsible charge shall be the engineer who is personally responsible for directly supervising the design and who will sign and seal the design plans, reports, specifications, etc., for a given activity. The engineer in responsible charge shall be a Utah licensed professional engineer. All plans, specifications, and reports shall be signed and sealed by the engineer in responsible charge. Such plans, specifications, and reports are not final until accepted by the Department; see Sections 3.2.2 (Performance Requirements) and 3.2.3 (Design and Construction Criteria) for final design requirements.

3.2.4.3 Documentation Requirements

General. Organize, file, and submit all applicable Project documents in accordance with Section 3.1.4 (Project Documentation).

Calculations. For all calculations, number them consecutively and provide a table of contents. For each calculation, identify which standards were used and reference the appropriate section of the standard in the right-hand column. Reference computer software used in the calculations, including the name of the program, vendor, version, and release date. Provide a record of software verification with manual calculations or other recognized program; clearly identify input and output values and meanings; and provide check of input and verification of output.

3.3 DRAINAGE

General Scope. Design and construct a drainage system as needed to accommodate the roadway modifications in accordance with the requirements of this Section, including referenced standards and publications, performance requirements, design and construction criteria, and submittals.

Warranty. Warrant drainage work in accordance with 3.17 (Warranty).

Maintenance During Construction. Maintain the drainage and irrigation systems during construction in accordance with the requirements in Section 3.16 (Maintenance During Construction).

3.3.1 REFERENCED STANDARDS AND PUBLICATIONS

3.3.1.1 Referenced Standards

General. Design and construct the drainage system in accordance with the relevant requirements of the standards listed by priority in Table 3.3-1.

Conflicts and Priority. If there is any conflict in standards, adhere to the standard with the highest priority. However, if the Design-Builder's Proposal has a higher standard than any of the listed standards, adhere to the Proposal standard.

Ambiguity. If there is any unresolved ambiguity in standards, obtain clarification from the Department before proceeding with design or construction.

Version and Date. Use the most current version of each listed standard as of the initial publication date of this RFP.

TABLE 3.3-1
REFERENCED STANDARDS FOR DRAINAGE

Priority	*Author or Agency*	*Title*	*Document or Report No.*	*Date*	*Comments, Short Forms*
1**	Design-Builder	*Proposal for SR-92; East of I-15 in Lehi Project*	N/a	*	Proposal
2	UDOT	Request for Proposals, *SR-92; East of I-15 in Lehi Project*	N/a	***	RFP
3	UDOT	*Standard Drawings*	N/a	*	RFP
4	AASHTO	*A Policy on Geometric Design of Highways and Streets*	S99-GDHS-3	2005	"Green Book"
5	UDOT	*Roadway Drainage Manual of Instruction*	N/a	Nov. 1998	n/a
6	AASHTO	*Model Drainage Manual*	N/a	1991	n/a

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*** Only to the extent that it exceeds another listed standard.*

****Includes the original release of the RFP and all addendums.*

3.3.1.2 Referenced Publications

Supplementary Guidelines. Use the publications listed in Table 3.3-2 as supplementary guidelines for the design and construction of the drainage system. These publications are listed in alphabetical order by the author or issuing agency and then by title, as they have no established order of precedence.

TABLE 3.3-2
REFERENCED PUBLICATIONS FOR DRAINAGE

Author or Agency	*Title*	*Document or Report No.*	*Date*	*Comments, Short Forms*
AASHTO	*Improved Surface Drainage of Pavements*	NCHRP Project I-29	1993	n/a
AASHTO	*Roadside Design Guide*	S99-RSDG-3	2002	n/a
AASHTO	*Standard Specifications for Transportation Materials, 19th edition*	S99 HB 19, HM 191	1998	n/a
CalTrans	*Pumping Plant Design Manual*	n/a	Aug. 1990	n/a
FEMA	*Flood Plain Insurance Maps for Salt Lake County*	n/a	*	n/a
FHWA	*Design of Riprap Revetment*	HEC-11	1989	n/a
FHWA	*Design of Urban Highway Drainage*	n/a	Aug. 1979	n/a
FHWA	*Hydraulic Design of Highway Culverts*	HDS No. 5	91-85	n/a
FHWA	*Hydraulic Design of Improved Inlets for Culverts*	HEC-13	1981	n/a
FHWA	*Drainage of Highway Pavements*	HEC-12	1984	n/a
FHWA	*Urban Drainage Design Manual*	HEC-22	2001	n/a
UDOT	*Temporary Erosion and Sediment Control Manual*	n/a	April 1999	n/a

** If no date is given, the most current version as of the initial publication date of this RFP is specified.*
FEMA = Federal Emergency Management Agency

3.3.2 PERFORMANCE REQUIREMENTS

Design and construct the drainage system that meets the following performance requirements:

- Provide a Design-Life of 50 years on all drainage or irrigation facilities, passing under the roadway, if the system is being modified by the project drainage needs.
- Effectively and efficiently remove and treat stormwater from within the roadway corridor. Do not allow drainage from ROW to run onto private property.
- Address functionality, durability, ease of maintenance, water quality, and environmental compliance.
- Convey subsurface flows through the Project so they are not materially changed.
- Meet water quality requirements.
- Promote a safe environment for those who use and maintain the Project.

Size all drainage facilities designed for the conveyance of off-site flows based on the existing pipe culverts.

- Locate existing facilities and identify conduit and pipe materials.
- Design facilities to minimize impacts on existing facilities.
- Control erosion as specified in Section 3.9 (Landscape and Aesthetics).
- Prepare and follow a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the environmental documentation in Appendix G (Environmental Document), and UPDES permit requirements.

Obtain and comply with any additional required permits.

3.3.3 DESIGN AND CONSTRUCTION CRITERIA

3.3.3.1 Pavement Drainage

Standards. Design all onsite storm drain items and appurtenances for a minimum 10-year storm event, unless otherwise stated herein.

Concentrating Runoff. Do not allow concentrated stormwater to discharge directly into streams or canals; instead, discharge concentrated discharges according to the UPDES Stormwater Permit.

Connecting Streets. Waterways across connecting streets are not allowed. Intercept runoff prior to the SR-92 intersection for sub-surface conveyance.

UDWQ Construction Permit. If, at any time, stormwater is discharged from the ROW in excess of 5 cfs for the 10-year 24-hour-duration Type 2 storm, using the TR55 Basin Modeling Methods, obtain a water quality construction permit from the UDWQ. (Note that this is in addition to the UPDES Stormwater Permit for construction activities.)

3.3.3.2 Pavement Runoff Treatment

General. Treat all runoff of stormwater generated from areas of pavement before discharging it to receiving streams, canals, or ditches. Treatment shall be in accordance with the UPDES Stormwater Permit.

3.3.3.3 Storm Drain Systems

General. Extend existing drainage facilities as needed.

Ponding. With the exception of designed retention and detention facilities, do not allow any ponding within the ROW Limits.

Design. Ensure that the existing facilities will accommodate the project flows.

Connections to Existing Systems. Develop plans and specifications for connections with existing municipal storm drainage systems. Before making connections, obtain design approval as required from stakeholder agencies and the Department.

3.3.3.4 Pipes and Culverts

Design Life. For new pipes and culverts, use a design life of 50 years.

Existing Pipes and Culverts. Ensure that any extensions will tightly seal to the existing facility. Ensure the extension is of the same size as the existing facility.

3.3.3.5 Vacant

3.3.3.6 Scour and Erosion Control

General. If warranted, provide scour protection to mitigate downstream erosion at all culvert outlets and stream crossings, based on a case-by-case analysis to determine outlet velocities.

Design. Calculate velocities for the greater of the 50-year storm flows or canal capacity except at stream or river crossings; at those locations calculate velocities for the 100-year storm. For velocities greater than 4 feet per second (fps) but less than 20 fps, provide loose riprap as necessary, based on UDOT design guidelines. For velocities from 20 fps to 30 fps, provide an energy dissipater.

Construction. For erosion control measures during construction, see Section 3.9 (Landscape and Aesthetics), and the UDOT *Temporary Erosion and Sediment Control Manual*.

3.3.3.7 Quality

General. Provide quality inspection, testing, and acceptance in accordance with Section 3.15 (Quality).

3.3.4 SUBMITTALS

Design Submittals. Submit all designs in accordance with Section 3.15 (Quality).

Design Plans. Include the types of pipe and culverts, locations of catch basins and cleanout boxes, a profile showing all invert elevations, pipe slopes, proposed finished grade elevations above top of pipe. Include other drainage features such as swales, check dams, sediment traps, detention basins on the plans.

SWPPP. Prepare a SWPPP as required in the environmental documents. The SWPPP is to follow UDEQ standards and outline. Use UDOT and Utah County BMPs.

3.4 VACANT

3.5 MAINTENANCE OF TRAFFIC

General Scope. Develop and implement a MOT plan in accordance with the requirements of this Section, including referenced standards and publications, performance requirements, design and construction criteria, and submittals.

Warranty. No warranty is required for MOT.

Maintenance During Construction. Continue implementation of the MOT plan during construction in accordance with the requirements in this Section.

3.5.1 REFERENCED STANDARDS AND PUBLICATIONS

3.5.1.1 Referenced Standards

General. Develop and implement the MOT plan in accordance with the relevant requirements of the standards listed by priority in Table 3.5-1.

Conflicts and Priority. If there is any conflict in standards, adhere to the standard with the highest priority. However, if the Design-Builder's Proposal has a higher standard than any of the listed standards, adhere to the Proposal standard.

Ambiguity. If there is any unresolved ambiguity in standards, obtain clarification from the Department before proceeding with design or construction.

Version and Date. Use the most current version of each listed standard as of the initial publication date of this RFP.

TABLE 3.5-1
REFERENCED STANDARDS FOR MAINTENANCE OF TRAFFIC

Priority	*Author or Agency*	*Title*	*Document or Report No.*	*Date*	*Comments, Short Forms*
1**	Design-Builder	*Proposal for SR-92; East of I-15 in Lehi Project*	n/a	*	Proposal
2	UDOT	Request for Proposals, *SR-92; East of I-15 in Lehi Project*	n/a	***	RFP
3	UDOT	*Standard Drawings*	n/a	*	RFP
4	AASHTO	*A Policy on Geometric Design of Highways and Streets*	S99-GDHS-3	2005	"Green Book"
5	FHWA	*Manual on Uniform Traffic Control Devices (Millennium Edition)*—in particular, Part VI (Temporary Traffic Controls)	MUTCD	*	MUTCD

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****Includes the original release of the RFP and all addendums.*

3.5.1.2 Referenced Publications

Supplementary Guidelines. Use the publications listed in Table 3.5-2 as supplementary guidelines for the design and implementation of the MOT plan. These publications are listed in alphabetical order by the author or issuing agency and then by title, as they have no established order of precedence.

TABLE 3.5-2
REFERENCED PUBLICATIONS FOR MAINTENANCE OF TRAFFIC

Author or Agency	*Title*	*Document or Report No.*	*Date*	*Comments, Short Forms*
FHWA	National Cooperative Highway Research Program (NCHRP)	350	*	N/A
AASHTO	*Roadside Design Guide*	S99-RSDG-3	2002	n/a

3.5.1.3 Definitions

Weekday Peak Period. Between 7:00 A.M. to 9:00 A.M. and 4:00 P.M. to 6:00 P.M. Monday through Friday

Interchange. A grade-separated intersection of a freeway and an arterial road (i.e., for this Project, the junction of SR-92 and I-15)

3.5.2 PERFORMANCE REQUIREMENTS

General. Develop and, after obtaining Department review, implement a MOT plan that meets the following performance requirements:

- Provide for the safe passage of traffic through construction zones.
- Minimize negative impacts on residents, commuters, and businesses.
- Provide convenient and logical rerouting of traffic (by using advance warning systems and directional and informational signing, lighting, and channelization) to provide a "driver friendly" work-zone and to maximize the safety of the traveling public.
- Maintain and provide access to property by owners, customers, visitors, and emergency vehicles.
- Provide a safe travel corridor while minimizing any unnecessary investment in the existing infrastructure that is being replaced.

3.5.3 DESIGN AND CONSTRUCTION CRITERIA

3.5.3.1 Traffic through Construction Zones

Safe and Continuous Traffic. Maintain the portions of the Project being used by public traffic in a condition that safely accommodates traffic 24 hours a day and 7 days a week.

FHWA* Manual on Uniform Traffic Control Devices *Requirements. Furnish, erect, and maintain traffic control devices in accordance with the FHWA *Manual on Uniform Traffic Control Devices* (MUTCD).

Beginning and Ending MOT. Begin maintenance of traffic activities at the start of construction Work (including preparatory MOT work), or when first hauling construction materials and/or equipment, whichever is earliest.

Traffic Control Maintainer. Whenever the Design-Builder is working, provide a traffic control maintainer on site whose sole responsibility is to supervise and monitor the installation and maintenance of all traffic control devices. Authorize the traffic control maintainer to direct traffic changes to ensure safe and continuous traffic flow and to direct traffic operations after a traffic incident has occurred. During non-working hours a traffic control maintainer shall be available and be on-site within ½ hour throughout the duration of the Project.

Access. Maintain access to all businesses and residences, including all temporary approaches and crossings of and intersections with roads and streets.

Notification of Public. Actively assist the Department in providing advance information to the public regarding construction phasing and expected travel impacts, as required in **Section 3.13** (Public Involvement).

Correction of Deficiencies. Correct all traffic control deficiencies immediately upon notification by the Department or observance of the deficiency.

Temporary Roadways. Design all geometric aspects of temporary roadways to be adequate for the assigned design speed.

Drainage. Design all active roadways to be well drained and have no potential for puddling and icing within the traveled roadway; see Section 3.3 (Drainage).

3.5.3.2 Vacant

3.5.3.3 Motorist Guidance

General. Provide guidance to motorists who are traveling through the construction area. Signing that is not in compliance with the MUTCD must be corrected within 24 hours, unless the sign is a critical regulatory or warning sign, then the sign must be corrected within 4 hours of notice. If the deficiency is caused by an accident, the 6 hours begins when access to the area is available.

Through Construction Areas. Maintain signing continuity on all active roadways within the Project at all times. Implement transitions in signing patterns in such a way as to maintain clarity and continuity, as well as consistency with striping, and to completely avoid displaying conflicting or confusing information. At least seven (7) Calendar Days before construction work begins, place variable message signs (VMS) on mainline SR-92 to notify motorists of upcoming construction.

3.5.3.4 Limitations

Travel Lanes.

SR-92 Mainline. Maintain at least one lane open to traffic in each direction on SR-92 at all times.

I-15 On Ramp. Must keep one left-turn and one right-turn to the northbound on-ramp open at all times.

Lane Widths. Maintain a travel lane width of at least 12 feet. If the Design-Builder demonstrates

to the Department that the 12-foot width cannot be practically attained, maintain as the absolute minimum a width of at least 11 feet.

Pedestrians. Pedestrian accommodations must be maintained or improved to meet ADA Accessibility Requirements during construction.

3.5.4 SUBMITTALS

Maintenance of Traffic Plans. At least 5 calendar days before implementation of each major phase of construction that will require diversion of traffic, submit an MOT plan to the Department for review. Design-Builder is responsible for schedule delays resulting from resubmittal of the MOT plan. Include in each MOT plan the following components:

- Motorist information and guidance
- Temporary signs, signals, and lighting
- Flagging
- Emergency response

3.6 LIGHTING

General Scope. Relocate, design and install lighting system impacted by project.

Appendix H includes preliminary lighting plans but does not constitute as final plans. DESIGN-BUILDER will prepare final lighting design plans in accordance to UDOT standards, specification and references.

Lighting System.. DESIGN-BUILDER to design lighting system in accordance to referenced standards and publications. Lighting system will include standard UDOT luminaries HPS flat lens, full cut off and Type III distribution. Use RHH-USE-RHW cable. DESIGN-BUILDER will determine and verified lighting power source system voltage. Interchange lighting is 480V system and surface street lighting is 240V system. Light poles will be breakaway system.

Final Plans. DESIGN-BUILDER will provide final lighting design plans in accordance to referenced standards and publications.

Lighting Agreement. DESIGN-BUILDER coordinate set up of lighting agreement as required.

State Furnished Material. See UDOT website to download State Furnished Requisition Form for lighting state furnished item list. Submit requisition form to UDOT, sfmaterials@utah.gov.

Salvaged Materials. Contact UDOT to determine what materials should be salvaged, if applicable.

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Region 3 UDOT Signal Lab
801-830-9546

Power Source. DESIGN-BUILDER will contact appropriate utility company to locate and verified power source and service connection for new and relocated lighting system.

Utility Conflicts. DESIGN-BUILDER will determine and identify on plans any utility conflicts and provide design accordingly.

Warranty. Warrant lighting work in accordance with Section 3.17 (Warranty).

3.6.1 REFERENCED STANDARDS AND PUBLICATIONS

3.6.1.1 Referenced Standards

General. Design and construct the lighting system in accordance with the relevant requirements of the standards listed by priority in Table 3.6-1.

Conflicts and Priority. If there is any conflict in standards, adhere to the standard with the highest priority. However, if the Design-Builder's Proposal has a higher standard than any of the listed standards, adhere to the Proposal standard.

Ambiguity. If there is any unresolved ambiguity in standards, obtain clarification from the Department before proceeding with design or construction.

Version and Date. Use the most current version of each listed standard as of the initial publication date of this RFP.

TABLE 3.6-1
REFERENCED STANDARDS FOR LIGHTING

Priority	*Author or Agency*	*Title*	*Document or Report No.*	*Date*	*Comments, Short Forms*
1**	Design-Builder	Proposal for *SR-92; East of I-15 in Lehi Project*	n/a	*	Proposal
2	UDOT	Request for Proposals, *SR-92; East of I-15 in Lehi Project*	n/a	***	RFP
3	UDOT	Standard Drawings and Specifications	n/a	*	RFP
4	AASHTO	A Policy on Geometric Design of Highways and Streets	S99-GDHS-3	2005	"Green Book"
		UDOT Design of Signalized Intersections: Guideline and Checklist			
	FHWA	Manual on Uniform Traffic Control Devices (Millennium Edition)	MUTCD	*	MUTCD

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****Includes the original release of the RFP and all addendums.*

3.6.1.2 Referenced Publications

Supplementary Guidelines. Use the publications listed in Table 3.6-2 as supplementary guidelines for the design and construction of the lighting system. These publications are listed in alphabetical order (by the author or issuing agency and then by title), as they have no established order of precedence.

TABLE 3.6-2
REFERENCED PUBLICATIONS FOR LIGHTING

Author or Agency	*Title*	*Document or Report No.*	*Date*	*Comments, Short Forms*
AASHTO	*Information Guide to Roadway Lighting*	S99-GL-5	1985	n/a
NFPA	*National Electrical Code*	n/a	2002	n/a
AASHTO	*Roadside Design Guide*	S99-RSDG-3	2002	n/a
IES	*Roadway Lighting*	RP-8-00	2000	n/a

NFPA = National Fire Protection Association

3.7 SIGNING

General Scope. Design, furnish, and install the sign system, including both temporary and permanent signs, for all roadways in accordance with the requirements of this Section, including referenced standards and publications, performance requirements, design and construction criteria, and submittals. For a current sign inventory, see Appendix J (Sign Inventory).

Warranty. Warrant signing work in accordance with Section 3.17 (Warranty).

Maintenance During Construction. Maintain the sign system during construction in accordance with the requirements in Section 3.16 (Maintenance During Construction).

3.7.1 REFERENCED STANDARDS AND PUBLICATIONS

3.7.1.1 Referenced Standards

General. Design and construct the sign system in accordance with the relevant requirements of the standards listed by priority in Table 3.7-1.

Conflicts and Priority. If there is any conflict in standards, adhere to the standard with the highest priority. However, if the Design-Builder's Proposal has a higher standard than any of the listed standards, adhere to the Proposal standard. All signing will be in accordance with the MUTCD.

Ambiguity. If there is any unresolved ambiguity in standards, obtain clarification from the Department before proceeding with design or construction.

Version and Date. Use the most current version of each listed standard as of the initial publication date of this RFP.

TABLE 3.7-1
REFERENCED STANDARDS FOR SIGNING

Priority	*Author or Agency*	*Title*	*Document or Report No.*	*Date**	*Comments, Short Forms*
1**	Design-Builder	Proposal for SR-92 Design-Build Project	n/a	~~*~~	Proposal
2	UDOT	Request for Proposals, SR-92 South Design-Build Project	n/a	***	RFP
3	UDOT	*Standard Drawings*	n/a	*	RFP
4	AASHTO	*A Policy on Geometric Design of Highways and Streets*	S99-GDHS-3	2005	"Green Book"
~~5~~	FHWA	*Manual on Uniform Traffic Control Devices* (Millennium Edition)	MUTCD	*	MUTCD

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****Includes the original release of the RFP and all addendums.*

3.7.1.2 Referenced Publications

Supplementary Guidelines. Use the publications listed in Table 3.7-2 as supplementary guidelines for the design and construction of the sign system. These publications are listed in alphabetical order by the author or issuing agency and then by title, as they have no established order of precedence.

TABLE 3.7-2
REFERENCED PUBLICATIONS FOR SIGNING

Author or Agency	*Title*	*Document or Report No.*	*Date*	*Comments, Short Forms*
AASHTO	*Roadside Design Guide*	S99-RSDG-3	2002	n/a
FHWA	*Standard Highway Signs*	n/a	2002	n/a

3.7.2 PERFORMANCE REQUIREMENTS

Design, furnish, and install all temporary components of a sign system necessary to provide a complete and functional system that meets the following performance requirements:

- Provide for the orderly and predictable movement of all traffic.
- Provide such guidance and warnings as are needed to ensure the safe and informed operation of individual elements of the traffic stream.

3.7.3 (DESIGN) AND (CONSTRUCTION CRITERIA)

3.7.3.1 Design

3.7.3.1.1 Preliminary Signing Plan

General. The signing plan for the project must be designed by the Design-Builder and approved by UDOT.

3.7.3.1.2 Signing Plan

Include all necessary guide, warning, supplemental, sequential, and regulatory signs for the mainlines, ramps, and interchanges, as well as for the arterial streets, frontage roads, and any other roadways affected by the Project.

Modifications. Provide for modification of any signage inside the limits of the Project that is rendered inaccurate, ineffective, confusing, or unnecessary by the Project. Such modifications may be the addition, removal, or replacement of signs and appurtenances.

Permanent Signs If permanent signing is erected by the Design-Builder that could be used for motorist guidance, continue to display such signing during the remaining construction of the Project.

The Permanent/Final signing plan will include complete replacement of the sign sheeting, substrate, post and foundation and mounting hardware of existing signs that must be relocated.

3.7.3.1.3 Vacant

3.7.3.1.4 Other Signage Requirements

Culvert Markers. Provide culvert markers at all culvert ends, per UDOT Standard Drawing GW-9.

Bridge Structures. Do not attach signs to any bridge structure unless no alternative exists.

3.7.3.2 Materials

General. Provide signing materials that:

- Are new at the time of installation, and

- Unless otherwise noted herein, meet the requirements of Section 02891 (Traffic Signs) of the UDOT 2005 Standard Specifications.

Salvage and Disposal. Dispose of all removed signing materials and structures.

Specific Sign Materials.

Sheeting. See Section 02891 (Traffic Signs) of the UDOT 2005 Standard Specifications.

Substrate.

- Aluminum or wood substrate is required for all permanent signing.

Ground-Mounted Sign Supports.

- All sign supports will be Steel Posts with breakaway slip base: See UDOT Standard Drawings SN7 and SN11.

Roadside Delineators. Refer to Section 02842 (Delineators) of the UDOT 2005 Standard Specifications and UDOT Standard Drawings GW9 and GW10.

Object Markers and "T" Intersection Guidance. See UDOT Standard Drawing ST1.

3.7.4 SUBMITTALS

Refer to Section 3.15 (Quality) for design submittal requirements for signing.

3.8 TRAFFIC SIGNALS

General Scope. Relocate, design and install traffic signals for the project.

Appendix H includes preliminary signal plans. Prepare final design in accordance to UDOT standards, specification, references and publications.

Relocate the following signals impacted by roadway and/or ramp widening as necessary. See Appendix H for preliminary plans.

1. I-15 Southbound offramp
2. I-15 Northbound offramp
3. SR-92 Eastbound and Westbound

Install new traffic signal system as indicated below.

1. SR 92 at Frontage Road
    a. Design intersection as a four-legged intersection but build as T-intersection. See Appendix H for recommended signal pole and lighting placement.
    b. Design signage and/or roadside barrier according to referenced standards for T-intersection configuration.
    c. Signal poles placement will be minimum 7 feet from TBC (whats TBC) to accommodate future sidewalks.

2. SR 92 at Triumph Blvd.
    a. Design intersection as four-legged intersection but build as T-intersection. See Appendix H for recommended signal pole and lighting placement.
    b. Design signage and/or roadside barrier according to referenced standards for T-intersection configuration.
    c. Signal poles placement will be minimum 7 feet from TBC to accommodate future sidewalks.

Final Plans. Provide final signal design plans in accordance to UDOT standards, specifications, references and publications. Submit final plans to the Department for review a minimum of seven days before any signal construction begins. (Does this fit with the Quality section?)

State Furnished Materials. Standard signal and lighting hardware and the Uninterrupted Backup System (UPS) will be state furnished. Download State Furnished Requisition Form for state furnished items from the UDOT website.. Submit requisition form to UDOT, sfmaterials@utah.gov. (How far in advance does he need to submit this form – same with the lighting form?)

Salvaged Materials. Contact UDOT to determine what materials should be salvaged.

Grant Jackson
Region 3 UDOT Signal Lab
801-830-9546

Transport salvaged materials to the Region 3 office. (Same for the lighting)

Power Source. Contact appropriate utility company to locate power source and service connection. (Will they arrange for the connection too? Who will pay the connection fees, etc.)

Pedestrian Access Ramps. Provide ADA pedestrian access in accordance with UDOT Standard Drawing GW5.

Utility Conflicts: Determine and identify on plans any utility conflicts and provide design that will avoid the conflict.

Signal Turn-On. Refer to signal turn-on procedure for new signals described in UDOT Design of Signalized Intersections: Guideline and Checklist. (Where is this located?)

Warranty. Warrant traffic signal work in accordance with Section 3.17 (Warranty).

Maintenance During Construction. Maintain the existing traffic signal system during construction in accordance with the requirements in Section 3.16 (Maintenance During Construction).

3.8.1 REFERENCED STANDARDS AND PUBLICATIONS

3.8.1.1 Referenced Standards

General. Design and construct the signal system in accordance with the relevant requirements of the standards listed by priority in Table 3.6-1.

Conflicts and Priority. If there is any conflict in standards, adhere to the standard with the highest priority. However, if the Design-Builder's Proposal has a higher standard than any of the listed standards, adhere to the Proposal standard.

Ambiguity. If there is any unresolved ambiguity in standards, obtain clarification from the Department before proceeding with design or construction.

Version and Date. Use the most current version of each listed standard as of the initial publication date of this RFP.

TABLE 3.8-1
REFERENCED STANDARDS FOR TRAFFIC SIGNAL

Title	*Document or Report No.*	*Date*	*Comments, Short Forms*
1. Proposal for *SR-92; East of I-15 in Lehi Project*	n/a	*	Proposal
2. Request for Proposals, *SR-92; East of I-15 in Lehi Project*	n/a	***	RFP
3. UDOT Standard Drawings and Specifications	n/a	*	RFP
4. A Policy on Geometric Design of Highways and Streets	S99-GDHS-3	2005	"Green Book"
5. Manual on Uniform Traffic Control Devices (Millennium Edition)	MUTCD	*	MUTCD
6. UDOT Design of Signalized Intersections:Guideline and Checklist			
7. UDOT Signal Legend, Schedule, Summary Sheets			

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****Includes the original release of the RFP and all addendums.*

3.8.1.2 Referenced Publications

Supplementary Guidelines. Use the publications listed in Table 3.7-2 as supplementary guidelines for the design and construction of the signal system. These publications are listed in alphabetical order by the author or issuing agency and then by title, as they have no established order of precedence.

TABLE 3.8-2
REFERENCED PUBLICATIONS FOR TRAFFIC SIGNAL

Author or Agency	*Title*	*Document or Report No.*	*Date*	*Comments, Short Forms*
FHWA	*Standard Highway Signs Roadside Design Guide*	n/a	2002	n/a

3.9 LANDSCAPE AND AESTHETICS

General Scope. Design, provide, install, and construct the landscape and aesthetics improvements in accordance with the requirements of this Section.

Definition. Landscape items are trees, shrubs, groundcovers, turf sod, grass seeding, mulch, rock, topsoil, sub-drainage, and the irrigation system.

One Plan. Develop one plan that provides for all landscaping items and aesthetic improvements.

Warranty. Warrant all landscape work and aesthetic improvements for one year. See Section 3.17 (Warranty).

Maintenance During Construction. Maintain the landscape and aesthetic improvements during construction in accordance with the requirements in Section 3.16 (Maintenance During Construction).

3.9.1 REFERENCED STANDARDS AND PUBLICATIONS

3.9.1.1 Referenced Standards

General. Design, provide, install, and construct the landscape and aesthetic improvements in accordance with the relevant requirements of the standards listed by priority in Table 3.9-1.

Conflicts and Priority. If there is any conflict in standards, adhere to the standard with the highest priority. However, if the Design-Builder's Proposal has a higher standard than any of the listed standards, adhere to the Proposal standard.

Ambiguity. If there is any unresolved ambiguity in standards, obtain clarification from the Department before proceeding with design or construction.

Version and Date. Use the most current version of each listed standard as of the initial publication date of this RFP.

TABLE 3.9-1
REFERENCED STANDARDS FOR LANDSCAPE AND AESTHETIC IMPROVEMENTS

Priority	*Author or Agency*	*Title*	*Document or Report No.*	*Date**	*Comments, Short Forms*
1**	Design-Builder	*Proposal for SR-92; East of I-15 in Lehi, Project*	n/a	*	Proposal
2	UDOT	Request for Proposals, *SR-92; East of I-15 in Lehi Project*	n/a	***	RFP
3	UDOT	*Standard Drawings*	n/a	*	RFP
4	AASHTO	*A Policy on Geometric Design of Highways and Streets*	S99-GDHS-3	2005	"Green Book"
5	Amer. Assoc. of Nursery-men	*American Standard for Nursery Stock*	ANSI Z60.1	*	n/a

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****Includes the original release of the RFP and all addendums.*

3.9.1.2 Referenced Publications

Supplementary Guidelines. Use the publications listed in Table 3.9-2 as supplementary guidelines for the design, provision, installation, and construction of the landscape and aesthetic improvements. These publications are listed in alphabetical order by the author or issuing agency and then by title, as they have no established order of precedence.

TABLE 3.9-2
REFERENCED PUBLICATIONS FOR LANDSCAPE AND IMPROVEMENTS

Author or Agency	*Title*	*Document or Report No.*	*Date*	*Comments, Short Forms*
AASHTO	*A Guide for Transportation Landscape and Environmental Design*	S99-HLED-2	1991	n/a
Cornell University L.H. Bailey Hortorium	*Hortus Third, A Concise Dictionary of Plants Cultivated in the United States and Canada*	MacMillan Publishing Co., NY	*	n/a
Koenig, Rich, and Von Isaman	*Topsoil Quality Guidelines for Landscaping*	AG/SO-02; Utah State University Coop. Extension	May 1997	n/a
Koenig, Rich, and Jan Kotuby-Amacher	*Understanding Your Soils Test Report*	HG-512; Utah State Univ. Cooperative Extension	*	n/a
UDOT	*Temporary Erosion and Sediment Control Manual*	n/a	April 1999	n/a
UDOT and Weber State University	*Native Plant Establishment Techniques for Successful Roadside Revegetation, as amended*	Weber State School of Nat. Sciences Dept. of Botany	July 1991	n/a
Welsh, S.L., et al.	*A Utah Flora, 2nd edition, revised*	Brigham Young Univ. Print Services	1993	n/a

** If no date is given, the most current version as of the initial publication date of this RFP is specified.*

3.9.2 PERFORMANCE REQUIREMENTS

Prepare a landscape and aesthetic improvements plan based on the criteria in this Section.

Provide and construct landscape and aesthetic improvements that:

- Respond to the Department's comments;
- Are aesthetically pleasing and fit the neighboring environment.
- Are similar to the existing features at the interchange of I-15 and SR-92, in the area of the interchange.
- Are similar to the existing flora in the area from the I-15/SR-92 interchange eastbound on/off ramps easterly to the project limits.
- Address erosion control during construction.
- Address water quality for the permanent facility.

3.9.3 DESIGN AND CONSTRUCTION CRITERIA

Department Landscape Architect. Involve the Department's Region 3 Landscape Architect in developing the Landscaping and Aesthetic Improvement Plan.

Landscape. Select the best plants to meet the needs and requirements within each of the two landscape areas. Consider plant material maintenance, including watering, fertilizing, and

pruning requirements of individual species; frequency of maintenance; and access by and safety of maintenance personnel.

3.9.3.1 Disturbance of Landscape Outside the Right-of-Way

General. Do not disturb landscaping outside of the Project Limits. Minimize disturbance outside of the slope stakes.

3.9.3.2 Topsoil

General. Apply topsoil before planting to areas disturbed by construction and/or landscaped areas within the Planned ROW Limits that are not receiving rock mulch.

3.9.3.2.1 Topsoil Definition

Topsoil is soil that meets the test parameters and requirements of Section 02912 (Topsoil) of the UDOT 2005 Standard Specifications, and is free of petroleum products, construction waste, debris, and particles larger than 1 inch by any dimension.

3.9.3.2.2 Placing Topsoil

General. Place in accordinance with Section 02912 (Topsoil) of the UDOT 2005 Standard Specifications.

3.9.3.3 Planting Design Criteria

3.9.3.3.1 Landscape Treatment

General. Consider travel speeds, sight distance, drainage needs, and other elements that impact the safety and views of the motorists. Protect slopes against erosion. Plans should include two planting areas. Area 1 should follow the landscaping concepts used on the I-15 and SR-92 interchange, and Area 2 should follow the existing landscaping for those areas east of the interchange. Area 1 is the project within the I-15/Sr92 interchange limits. Area 2 is from the eastbound on/ramps ramps at the interchange easterly to the project limits.

Landscape design for Area 1 requires 1 tree per 2000 sq. ft. (1 ¾" caliper – shade or ornamental tree, 6' evergreen) and 1 shrub per 40 sq. ft. (1 gallon – deciduous, evergreen) of landscaped area.

3.9.3.3.2 Plants

Use plants that are similar to those existing in the landscaping areas.

3.9.3.3.3 Erosion Control

Develop an erosion control plan in accordance with the SWPPP. Provide and install temporary erosion control measures per Sections 01561 (Temporary Environmental Fence), 01571 (Temporary Environmental Controls), and 02376 (Erosion Control Blankets/Channel Liners) of the UDOT 2005 Standard Specifications. Slopes greater than 2:1 require erosion control blankets.

3.9.3.4 Plant Classifications

General. Plants are classified by category, size, and whether they are deciduous or evergreen. Refer to the American Association of Nurserymen *Standards for Nursery Stock* for the minimum tree height associated with the specified caliper of each species type. For trees and shrubs, provide only those that are either balled and burlapped or container-grown; do not provide any bare root material. Comply with the requirements of Section 02932 (Trees, Shrubs, and Groundcovers) of the UDOT 2005 Standard Specifications for submittals, delivery, storage,

handling, and conditions of trees, shrubs, and groundcovers.

Use the following classifications and criteria in the proposed landscape plan to define the planting material:

Shade Trees. (Deciduous trees taller than 40 feet at mature height.) Use 1 3/4-inch caliper minimum tree size at time of planting.

Ornamental Trees. (Deciduous trees between 15 and 40 feet at mature height, with ornamentals having distinct or showy characteristics in flower, fruit, leaf color, or form.) Use 1 3/4-inch caliper minimum tree size at time of planting.

Evergreen Trees. (Evergreen or broadleaf evergreen leaf trees with a minimum mature height of 12 feet.) Use 6-foot minimum tree height at time of planting.

Deciduous Shrubs. (Any deciduous shrub classified by height, with tall being higher than 3.5 feet and lower being 3.5 feet or shorter.) Plant shrubs with a 12-inch minimum height, with a minimum of two canes, and 1-gallon minimum container size.

Evergreen Shrubs. (Shrubs having evergreen or broadleaf evergreen leaves.) Determine the minimum size at planting by the predominant direction of growth. For spreading plants (whose width exceeds twice its height in its mature form), use 12-inch minimum spread at time of planting. For all other evergreen shrubs (which are measured by height), use 12-inch minimum shrub height at time of planting.

Groundcovers. (Herbaceous perennials planted typically for their spreading growth characteristic.) Use plants with a 6-inch minimum growth in the predominant growing direction for the selected species. Use 4-inch pot size at time of planting.

Turf Sod. Meet the requirements of Section 02922 (Seed, Turf Seed, and Turf Sod) of the Standard Specifications.

Grasses. Use a seed mixture based on the percentage of pure live seed that is approved by the Department, see Standard Specifications 02922 (Seed, Turf Seed and Turf Sod).

3.9.3.5 Tree and Shrub Planting Procedures

General. Plant trees, shrubs, and groundcovers according to the requirements of Section 02932 (Trees, Shrubs, and Groundcovers) of the Standard Specifications as amended by this Section. Dig tree and shrub pits to twice the diameter and the same depth as the root ball or container. Install trees to vertical and so the root flare is flush with the surrounding grade. Immediately water trees and shrubs at the completion of planting and before applying mulch.

3.9.3.6 Mulch

3.9.3.6.1 Tree and Shrub Areas

Mulch all tree and shrub planting beds. Use organic or inorganic mulch as required by the treatment definitions in this Section.

Organic Mulch. (**SHREADED BARK**, (not ground scrap lumber or pallets) decomposed in a pile for a minimum of 120 days.) Use only mulch that:

- Has a maximum pH of 7.5, and
- Has a maximum size of ¼ inch thick and 6 inches long for at least 75% of the applied mulch.

Apply mulch to a minimum depth of 2 inches on top of 2 inches of compost. Around shrub beds, extend mulch limits beyond the expected spread of shrub growth over a five-year period. For

individual tree plantings located outside of shrub beds or tree groupings, extend mulch to a 3-foot minimum diameter around the tree.

Inorganic Mulch. (Finely crushed decorative rock and 2" to 6"cobble). Before mulch application, prepare the area by excavating to the depth necessary to accept the specified mulch type (3" minimum for crushed rock and 6" minimum for cobble) and installing weed barrier fabric under and to the limits of the proposed inorganic mulch. Apply inorganic mulch to the same limits as specified above for organic mulch around trees and shrubs.

3.9.3.6.2 Seeded Areas

Apply mulch to seeded areas per the requirements of Section 02911 (Mulch) of the UDOT 2005 Standard Specifications.

3.9.3.7 Seeding

UDOT 2005 Standard Specifications Section 02922, Seed, Turf Seed, and Turf Sod.

3.9.3.8 Irrigation

General. Installed trees, shrubs, groundcover, and turf sod will require proper irrigation for establishment, and supplementary irrigation during dry or drought periods throughout their life cycle. Provide permanent irrigation for the I-15/SR-92 interchange area. Ensure the irrigation system is compatible with any existing systems in the I-15/SR92 interchange area.

3.9.3.8.1 Design Considerations

Design an efficient irrigation system and consider the following factors to determine frequency and precipitation rates:

- Soil texture and type
- Infiltration rates per soil texture for areas being irrigated
- Field capacity and evapotranspiration rate to determine available water
- System losses by runoff, percolation, or hydraulic causes
- Locations and conditions of existing systems and controllers.

3.9.3.8.2 Irrigation System Requirements

A permanent automated irrigation system that includes the following:

- Connections to and piping from the proposed water supplies to the points of irrigation
- As required, the controller, reduced pressure principle backflow preventer assemblies, piping, valves, fittings, sprinkler heads, wiring, and system adjustments
- Remote-controlled valves accessible for maintenance
- Only bubbler or mushroom sprinkler head types (to reduce evaporation losses)
- No drip-type irrigation system
- Drains at low points of the system with a sleeve to prevent clogging
- Irrigation installation, including trenching, stockpiling excavation materials, backfilling, and compacting trenches

- Sleeving of all irrigation piping under the roadway, sidewalks, trails, driveways, and crossings
- Compliance of the system's components with the operation requirements for the type of water being proposed
- Capability of being drained for winterization by compressed air.

3.9.3.9 Vacant

3.9.3.10 Vacant

3.9.3.11 Invasive Weed Control

3.9.3.11.1 Weed Control Before Planting

For a list of weed species subject to control, see the Utah State Noxious Weed List and the weed list of Utah County.

Perform the following tasks to control weeds:

- Clean all earth-moving equipment and vehicles of dirt, mud, and seed residue before using it or bringing it onto the Project site. Ensure that all equipment has been cleaned using high-pressure water blasting or steam-cleaning methods.
- Clear the Project work area of weeds before disturbing soil. Eradicate weeds with selective herbicides recommended for those weed species.
- Minimize soil disturbance outside the slope stake limits. Monitor and control any disturbed area from weed invasion, and revegetate the disturbed area as soon as allowable by the construction schedule.
- Monitor gravel, rock, borrow, and imported topsoil being used on the Project for weeds and control weed growth with pre-emergent herbicides.

3.9.3.11.2 Weed Control After Planting

After planting, eradicate all weeds within the ROW by use of pre-emergent, selective, and nonselective herbicides. Monitor erosion control practices to prevent weed invasion in disturbed areas.

Chemical Weed Control. If using chemical weed control, application to be performed by a licensed applicator. Ensure that the product will not damage or kill the surrounding desirable plant material. If necessary, use hand pulling to eliminate weeds in these areas.

3.9.3.11.3 Vacant

3.9.4 SUBMITTALS

Design Landscape Plan. Provide a Landscape Planting and Irrigation Plan that indicates the location and names of all trees, shrubs, and groundcovers; limits and types of mulch; irrigation system components; and seeding or turf sod limits. Provide cross sections or elevations if needed for graphic clarity. See also Section 3.1 (General Requirements) for general submittal requirements.

As-Built Drawings. At FOA, provide the Department with an as-built drawing of the installed irrigation system, and the installed plantings keyed by botanical name and size if there is a variation from the accepted planting plan.

3.10 UTILITIES AND THIRD-PARTY AGREEMENTS

General Scope. Coordinate the relocation work, if required, with Utility Companies in accordance with the requirements of this Section. The Design-Builder will remove powerpoles as shown in plans. The Design-Builder will adjust any manholes and irrigation boxes as needed.

Affected Utilities. The Utility Companies listed in Appendix I (Utility Information) have been contacted concerning the project and are believed to be the only Utilities within the Project limits.

Costs. The Private Utility Companies are responsible for relocation construction costs according to **Utah Code, Section 72-6-116, Regulation of Utilities-Relocation of Utilities.** The Department has Reimbursement Agreements in place with each Private Utility Company and will reimburse each Utility directly. Also, the Department has Acceptance Agreements in place with each Public Utility.

The Design-Builder shall be responsible for all costs associated with relocating any manholes and valve cover boxes. See 2005 UDOT Standards Section 01892.

Department-Supplied Information.

Utility Investigations. The Department has investigated the Utilities likely to be affected by the Project. Note that:

- All Utility information shown in this RFP has had a Subsurface Utility investigation performed and is to be considered reliable information. All other utility information is for information only.
- *Accuracy.* All utility information supplied as part of the Department's Subsurface Utility Investigation is to be considered accurate to a SUE Quality Level "B", except where noted.

Warranty. The Design Builder will warrant all Utilities Work for which they are responsible for in accordance with Section 3.17 (Warranty).

Maintenance During Construction. Maintain the Utilities during construction in accordance with the requirements in Section 3.16 (Maintenance During Construction).

3.10.1 UTILITY COORDINATION

General. If relocation of a utility is necessary, coordinate with each affected Utility Company as necessary to accomplish any relocation. The Design-Builder is responsible for determining potential conflicts with utilities and assist in determining the ultimate location of the utility facilities to be relocated.

Department Authority. The Department and the Utility Company shall set the terms and execute all Utility Agreements. The Design-Builder shall have no authority to enter into any agreement with any utility company on the Department's behalf.

Unidentified Utilities. If the Design-Builder identifies conflicts with a Utility owned by an entity other than those Utility Companies listed in Appendix I (Utility Information), coordinate with the Department in order for the Department to execute an agreement with the currently unlisted Utility Company.

3.10.1.1 Contacts

Coordinate and cooperate with the Utility contact persons designated on the list of Utility

Company representatives in Appendix I (Utility Information).

3.10.1.2 Department Responsibilities

The Department has informed the various Utility Companies about the Project and has identified some Utilities within the Project Limits that will be affected by the Project. **The Department expects their facilities to be relocated prior to construction; however further coordination with these utilities by the Design Builder will be necessary.**

3.10.1.3 Design-Builder Responsibilities

Coordination with Utility Companies.

Inform Utility Companies a minimum of seven (7) days in advance of construction activities that could affect their facilities**.** Provide the Utility Companies sufficient time to notify their customers of potential impacts on service. Provide a schedule to affected Utilities.

The Design-Builder will be responsible for providing any coordination, traffic control, and surveying (line & grade) required by the utility for their placement of the required relocation, and will verify this location prior to the utility being placed in its final relocated position. Coordinate with the utility for the survey staking, so that the utility is ready to construct when the relocation is surveyed. This coordination will be at the Design-Builder's cost.

Meetings. Throughout the Project, conduct meetings with Utility Companies as necessary to address conflicts.

3.10.1.3.1 Notification

All notifications must be given in writing unless otherwise specified.

3.10.1.3.2 Utility Company Performance

Delay in Work. Check the progress of Utility Company Relocation Work and notify the Department if the Design-Builder believes a Utility Company will not meet their time frame(s) for construction. Provide written notice to the Department immediately after discovery.

Cooperation. Make diligent attempts to obtain the cooperation of each Utility Company as necessary for the Project. If the Design-Builder becomes aware that a Utility Company is not cooperating in providing needed work or approvals, document and notify the Department immediately of identifying such problem(s).

3.10.1.3.3 Meetings and Correspondence

Notify the Department in advance of each meeting with a Utility Company representative, and allow the Department the opportunity to participate in the meeting.

Records. Record and maintain objective minutes of all Utility meetings with the Utility Company and/or the Department. Make these meeting minutes available to the Department within four calendar days of the meeting. Provide to the Department copies of all correspondence between the Design-Builder and any Utility Company within four calendar days of receipt or sending, as applicable.

3.10.1.3.4 Construction

General. Before starting construction that may affect any Utility, notify that Utility Company in writing.

Excavation. As the "excavator" in the area of "underground facilities" within the site, give such notices of excavation as are required under Utah Code Section 54-8a-2.

Overhead Lines. For work adjacent to overhead lines, give five days advance notice to Lehi

City. If five days notice is not given, accept sole liability for damage to any overhead facilities that might have been prevented by timely delivery of such notices.

3.10.1.3.5 Existing Utilities Not Previously Known

General. If the Design-Builder discovers any existing Utility (excluding service lines) that is not shown in Appendix I (Utilities Information) or elsewhere in the contract documents, but will be affected by the Project, notify the Department. Cooperate with the Department in identifying and notifying the Utility Company, and discontinue Work in the immediate vicinity of the conflict until the Department and the Utility Company approve a course of action. Justifiable cost and schedule impacts will be addressed in accordance with Section 2.5.3, Differing Site Conditions.

3.10.2 CONSTRUCTION CRITERIA

3.10.2.1 Approach to Utilities

General. Note that construction of the Project will affect some existing Utilities. Except as stated in this Section, the various Private Utility Companies will perform all utility relocation work necessary to accommodate the Project. The Design-Builder will remove powerpoles as shown in plans. The Design-Builder will adjust any manholes and irrigation boxes as needed.

3.10.2.2 Allocation of Design and Construction Responsibilities

3.10.2.2.1 Electric Lightwave

Shauna Jones, 801-924-6674
#4 Triad Center, Suite 200
Salt Lake City, Utah 84180

Scope of Work. UDOT has provided SUE information for Electric Lightwave's facilites. See Appendix I.

Design. The Design-Builder must verify that their design has no conflict with Electric Lightwave's facilities. If a conflict is found unavoidable, the Design-Builder must notify UDOT within one working day.

3.10.2.2.2 Lehi City

Rod Olsen, 801-830-8936
153 North 100 East
P.O. Box 255
Lehi, Utah 84043-0255

Scope of Work. UDOT has identified power poles and Street Lighting as conflicts within the limits of the project. UDOT has provided SUE information for the 10" waterline and the 12" irrigation line. See Appendix I.

Design. UDOT has performed a preliminary design for the Street Lighting and is attached in Appendix H. The Design-Builder must verify and finalize their design so that no conflict with Lehi City's facilities will exist. If a conflict is found, redesign as necessary to avoid the conflict. Verify that Lehi City has moved the power box to avoid any impact to it during construction.

Construction. The Design Builder is required to relocate any lighting and related equipment that is impacted by the project in accordance with Section 3.6 (Lighting). The Design Builder is

required to give Lehi City five days notice to disconnect/connect the Street Lighting. The Design-Builder will relocate the power poles. Design Builder will give Lehi City five days notice before moving the power poles to allow them to turn off the power before they are removed.

3.10.2.2.3 UDOT

Grant Jackson, 801-227-8040
658 North 1500 West
Orem, Utah 84057

Scope of Work. Relocate any lighting and related equipment that is impacted by the project in accordance with Section 3.6 (Lighting).

Construction. The Design Builder will relocate any lighting and related equipment that is impacted by the project in accordance with Section 3.6 (Lighting).

3.10.2.2.4 Qwest Telephone

Jeff Stapley, 801-974-8505
1425 West 1300 South
Salt Lake City, Utah 84119

Scope of Work. UDOT has provided SUE information for Qwest's facilities. See Appendix I.

Design. The Design-Builder must verify that their design has no conflict with Qwest's facilities. If a conflict is found unavoidable, the Design-Builder must notify UDOT within one working day.

3.10.2.2.5 Utah Transit Authority

David Serdar, 801-287-2413
P.O. Box 30810
Salt Lake City, Utah 84130

Scope of Work. The Design-Builder will adjust the SR-92 railroad crossing to meet the changes that may occur with the adjusted crossing. UDOT has an agreement in place for UTA to widen the railroad crossing on SR-92.

Design. The Design-Builder will match SR-92 to the widened UTA crossing with their design.

3.10.2.2.6 Provo River Water Users Association

Steve Cain, 801-796-8770 Ext. 31
285 West 1100 North
Pleasant Grove, Utah 84062

Scope of Work. No conflict is anticipated.

3.10.2.2.7 Jordan Valley Water Users Association

Jeff Bryant, 801-573-5083
8215South 1300 West
West Jordan, Utah 84088

Scope of Work. No conflict is anticipated

3.10.2.2.8 Comcast Cable

Lyndon Lauhingoa, 801-401-3048
9075 South 700 West
Sandy, Utah 84070

3.10.2.3 Design-Builder's Responsibility To Perform

General. Undertake all efforts described in this Section as part of the Work. Also be responsible for undertaking all such efforts for each affected utility.

3.10.2.4 Temporary Relocations

Be responsible for the design, construction, coordination, and cost of all temporary Utility Relocations implemented for the convenience of its own construction operations, including locating Utilities, identifying conflicts, obtaining permits, and coordinating with Utility Companies and property companies.

3.10.2.5 Standard of Care

General. Carry out Work carefully and skillfully, and support and secure Utilities to be Protected-in-Place so as to avoid damage to them. Maintain flow in drains, sewers and all watercourses to the satisfaction of the Utility Company.

3.10.2.6 Damage by the Design-Builder

General. If any Utilities are damaged by Design-Builder activities, notify the affected Utility Company (in accordance with the requirements of the utility Agreement), which may have the damage repaired at the Design-Builder's expense. Perform all such repairs to the satisfaction of the Utility Company. Bear all costs associated with damage caused by the Design-Builder, including but not limited to utility downtime, all reconstruction, all remediation of hazards, litigation, loss of product, utility startup, and delay costs. This does not apply if Bluestakes was contacted and did not identify the utility.

3.11 RIGHT-OF-WAY

3.11.1 GENERAL REQUIREMENTS

General Scope. The additional ROW for this project has been identified and will be acquired by UDOT before construction begins.

Referenced Standards and Publication

3.11.2 VACANT

3.11.3 VACANT

3.11.4 VACANT

3.11.5 PROPERTY FENCE REQUIREMENTS

The Design Builder will remove the existing R/W fence and install a new R/W fence on the new R/W line where required

General. Regarding fences, comply with the policies and procedures of the UDOT *Manual of Instruction—Right-of-Way, Part 20*, as well as the Specifications. Section 02822 (Right of Way Fences and Gates) of the UDOT 2005 Standard Specifications.

3.11.5.1 Vacant

3.11.5.2 Property Fencing for Private Properties

New Fencing. Provide all UDOT standard Right of Way fence.

3.12 SURVEY

General Scope. The Department will furnish existing topographical information. If additional information is needed conduct all surveying and mapping necessary for the completion of design and construction of the Project and the development of As-Built documentation in accordance with this Section.

3.12.1 REFERENCED STANDARDS AND PUBLICATIONS

3.12.1.1 Referenced Standards

General. Conduct all surveying and mapping in accordance with the relevant prioritized standards listed by priority in Table 3.12-1.

Conflicts and Priority. If there is any conflict in standards, adhere to the standard with the highest priority. However, if the Design-Builder's Proposal has a higher standard than any of the listed standards, adhere to the Proposal standard.

Ambiguity. If there is any unresolved ambiguity in standards, obtain clarification from the Department before proceeding with design or construction.

Version and Date. Use the most current version of each listed standard as of the initial publication date of this RFP.

TABLE 3.12-1
REFERENCED STANDARDS FOR SURVEYING AND MAPPING

Priority	*Author or Agency*	*Title*	*Document or Report No.*	*Date**	*Comments, Short Forms*
1**	Design-Builder	*Proposal for SR-92; East of I-15 in Lehi, Project*	n/a	*	Proposal
2	UDOT	Request for Proposals, *SR-92; East of I-15 in Lehi, Project*	n/a	***	RFP
3	UDOT	*Standard Drawings*	n/a	*	RFP
4	AASHTO	*A Policy on Geometric Design of Highways and Streets*	S99-GDHS-3	2005	"Green Book"
5	UDOT	*UDOT 2005 Standard Specifications for Road and Bridge Construction.*	n/a	2005	n/a

** If no date is given, the most current version as of the initial publication date of this RFP is specified.*
*** Only to the extent that it exceeds another listed standard.*
****Includes the original release of the RFP and all addendums.*

3.12.2 PERFORMANCE REQUIREMENTS

Provide surveying in accordance with the current survey industry standards as approved by the Department.

3.12.3 CONSTRUCTION SURVEY

Reference UDOT 2005 Standard Specifications Section 01721, Survey, and Section 00727, Control of Work.

3.12.4 RIGHT-OF-WAY SURVEYING

Reference UDOT 2005 Standard Specifications Section 02896, Boundary Survey.

The Design Builder will perform a Boundary Survey and Survey Plat including placing R/W markers at the PCs, PTs and markers at the nearest even station to the midpoint on curves longer than 1000 feet.

3.12.5 PROJECT CONTROL

Maintain existing Project controls, and install and maintain additional controls. Refer to Appendix F (Preliminary Plan / Existing Topography) for existing survey information.

3.12.6 SUBMITTALS

Survey Plan. Prepare and submit a survey plan to the Department for approval prior to initiating survey activities. The plan should address the following:

- Mapping standards and tolerances
- Legal survey standards and tolerances
- Construction survey standards and tolerances
- Acceptance survey standards and tolerances
- Amend Record of Survey Map, as necessary

Survey Control. Verify and accept the survey control provided in Appendix F (Preliminary Plan / Existing Topography). Submit paper copies of all field notes.

3.13 PUBLIC INVOLVEMENT

General Scope

Provide Contractor Public Information Representative for the duration of a project. Provide project information to the 3rd Party Public Information Manager (PIM).

3.13.1 PERFORMANCE REQUIREMENT

A. Designate the contractor public information representative at the pre-construction conference.
   1. Responsible to coordinate project public information services with Resident Engineer and 3rd Party Public Information Manager (PIM).
      a. Public information duties may be shared with other assigned job duties.

3.13.1.1 CONTRACTOR PUBLIC INFORMATION CONTACT RESPONSIBILITIES

3.13.1.1.1 Establish a telephone line for public information. Phone line must be a local number.

3.13.1.1.1.1 Establish office hours, working days, telephone number.

3.13.1.1.1.2 Provide answering services with the following information:
1. Message contains weekly update of project activities and schedule.
2. Public information office hours.
3. Opportunity for caller to leave a recorded message.
4. Answering service is dedicated to the project.

3.13.1.1.1.3 Check answering service a minimum of twice daily.
1. Document and coordinate with 3rd Party PIM to respond to calls within 24 hours of receipt on weekdays and 48 hours of receipt on weekends.

3.13.1.1.2 Maintain and documents communications with Resident Engineer, Region Public Involvement Coordinator (PIC) and 3rd party Public Information Manager (PIM).

3.13.1.1.3 Attend weekly meeting with Resident Engineer, PIC and 3rd party PIM to review project construction schedule and coordinate public information tasks.

3.13.1.1.4 Respond to Resident Engineer and 3rd party PIM with plan to resolve and implement public information issues within 24 hours. (Safety issues must be resolved immediately)

3.13.1.1.5 Be available to meet, participate and document public and private meetings involving project.

3.13.1.1.6 Maintain a project Logbook
1. Logbook information includes:
   a. Date and time of contact

b. Individual's contact information
    1. Name, phone number, address and/or email address
c. Description of inquiry and/or request
d. Response
e. Subsequent responses or actions taken

2. Provide copies of logbook documentation to the Resident Engineer, 3rd Party PIM and Region Public Involvement Coordinator.

3.13.1.1.7 Provide contractor's contact information to the following:

1. Resident Engineer, Region Public Involvement Coordinator and 3rd Party PIM
2. Affected local public agencies (list is not restricted to these entities)
    a. Emergency Service Agencies
        1. Fire Departments
        2. Police Departments/ Highway Patrol
        3. Ambulance Services
    b. Local City and County Offices
    c. Public Works departments
    d. Local school district
3. Local organizations interested in the project

3.13.1.1.8 Forward all media inquires, written and verbal, regarding the project or project activities to the UDOT Region Three Public Involvement Coordinator at 801.227.8006 or UDOT Communications Office at the 24-hour pager at 801.241.3245.

3.13.1.1.9 Provide assistance for distributing information to the public when requested.

3.14 ENVIRONMENTAL COMMITMENTS

General Scope. Implement all of the Project's environmental protection commitments in accordance with the requirements of this Section, including referenced standards and publications, performance requirements, environmental protection program, permits and approvals, and required submittals, Section 01355 (Environmental Protection) of the UDOT 2005 Standard Specifications, Appendix G (Environmental Document), and all applicable regulatory agency requirements. Appendix G includes a copy of the SR-92 Categorical Exclusion, dated December 2004. Comply with the specific environmental commitments that are described in this Section.

3.14.1 REFERENCED STANDARDS

General. Implement the environmental commitments of the Project in accordance with the relevant requirements of the standards listed by priority in Table 3.14-1.

Conflicts and Priority. If there is any conflict in standards, adhere to the standard with the highest priority. However, if the Design-Builder's Proposal has a higher standard than any of the listed standards, adhere to the Proposal standard.

Ambiguity. If there is any unresolved ambiguity in standards, obtain clarification from the Department before proceeding with design or construction.

Version and Date. Use the most current version of each listed standard as of the initial publication date of this RFP.

TABLE 3.14-1
REFERENCED STANDARDS FOR ENVIRONMENTAL PROTECTION

Priority	*Author or Agency*	*Title*	*Document or Report No.*	*Date*	*Comments, Short Forms*
1**	Design-Builder	*Proposal for SR-92 Design-Build Project*	n/a	*	Proposal
2	UDOT	Request for Proposals, SR-92 Design-Build Project	n/a	***	RFP
3	UDOT	*UDOT 2005 Standard Specifications for Road and Bridge Construction.*	n/a	2005	Blue Book

** If no date is given, the most current version as of the initial publication date of this RFP is specified.*
*** Only to the extent that it exceeds another listed standard.*
****Includes the original release of the RFP and all addendums.*

3.14.2 PERFORMANCE REQUIREMENTS

Protect the environment in accordance with the following performance requirements:

A. Follow the Best Management Practices (BMPs) listed in the environmental document.

B. Have a Department certified Environmental Control Supervisor (ECS) on site during period of work. Reference UDOT 2005 Standard Specifications Section 01574, Environmental Control Supervisor.

3.14.3 ENVIRONMENTAL PROTECTION PROGRAM

Design-Builder Initiated Changes. If previously issued environmental approvals become invalid because of Design-Builder initiated changes to the Project, with the Department's support

and oversight, undertake all necessary actions, such as application revisions, supplements, reassessments, and coordination with the appropriate governmental entities, to secure or amend the environmental approvals. Pay any additional Project costs and accept responsibility for any schedule delays associated with securing the additional environmental approvals.

3.14.4 PERMITS AND APPROVALS

Table 3.14-2 summarizes the environmental permits and approvals needed for the Project, gives the status of each, and cites the Subsection in which detailed requirements are described. There will be no compensation for costs and time incurred due to delays in obtaining the permits and approvals.

TABLE 3.14-2
SUMMARY AND STATUS OF ENVIRONMENTAL PERMITS AND APPROVALS

Permit or Approval	*Agency or Governmental Entity with Jurisdiction*	*Status*	*Details in Section*
NPDES /UPDES General Permit	UDEQ	Design-Builder to obtain	3.17.4.3 (Water Quality)
Construction-Related Permits and Clearances	Various	Design-Builder to obtain	

3.14.4.1 Vacant

3.14.4.2 Air Quality

Reference UDOT 2005 Standard Specifications Section 00820, Legal Relations and Responsibility to Public. Reference UDOT 2005 Standard Specifications Section 01355, Environmental Protection.

3.14.4.2.1 Construction Mitigation Measures

Mitigation measures for construction-related impacts on air quality include minimizing construction emissions through BMPs and maintaining construction equipment engines. Operational tailpipe vehicle emissions will be minimized through increasingly stringent tailpipe emissions limits for both gasoline-fueled and diesel-fueled vehicles. Non-tailpipe emissions will be minimized through street sweeping and other general maintenance measures.

3.14.4.3 Noise

Reference UDOT 2005 Standard Specifications Section 01355, Environmental Protection.

3.14.4.3.1 Construction Mitigation Measures

Conduct all construction in accordance with applicable laws for minimizing impacts on water quality; see Section 3.3 (Drainage).

3.14.4.3.2 Permanent Mitigation Measures

See Section 3.3 (Drainage).

3.14.4.4 Water Quality

Reference Section 3.3 Drainage and UDOT 2005 Standard Specifications Section 01355, Environmental Protection.

3.14.4.4.1 Construction Mitigation Measures

Conduct all construction in accordance with applicable laws for minimizing impacts on water quality; see Section 3.3 (Drainage).

3.14.4.4.2 Permanent Mitigation Measures

See Section 3.3 (Drainage).

3.14.4.5 Vacant

3.14.4.6 Vacant

3.14.4.7 Historic and Archaeological Preservation

3.14.4.7.1 Sites Discovered During Construction

Reference UDOT 2005 Standard Specifications Section 01355, Environmental Protection.

3.14.4.8 Hazardous Waste Sites

3.14.4.8.1 Sites Discovered During Construction

Reference UDOT 2005 Standard Specifications Section 01355, Environmental Protection.

Change Orders. Refer to Section 2.5.4 (Changes) regarding Change Orders if hazardous substances are discovered and are required to be removed during the course of the Project.

3.14.5 SUBMITTALS

Submit the following information and documentation, at a minimum, to the Department and to regulatory agencies as directed by the Department and required by this RFP and environmental approvals:

- Construction Monitoring Plan, as required by UDOT 2005 Standard Specifications Sections 01355.
- Environmental contact tree

Schedule. Submit the above documentation in accordance with the requirements herein and as necessary to maintain compliance with all applicable laws, rules, regulations, and environmental approvals granted for the project.

3.15 QUALITY

3.15.1 GENERAL

General Scope. Assume the primary responsibility for the Design Quality Control/Quality Assurance and the Construction Quality Control of the Work, including products of subcontractors, required fabricators, suppliers, and vendors under the oversight of the Department and in coordination with relevant governmental agencies.

3.15.2 QUALITY CONTROL/ASSURANCE

Perform all of the Design Quality Control/Assurance (QC/QA) tasks required to ensure that the design of the project complies with all of the terms of the Contract. Perform all of the Construction Quality Control tasks required to ensure that the construction of the project compiles with all of the terms of the Contract. The Department will perform all of the Construction Quality Assurance tasks required by current UDOT Standard Specification.

3.15.2.1 Design Quality Control/Quality Assurance (DQC)

Members of the DQO who perform design QC shall be employees of the designer and shall not have responsibility for construction production. Senior experienced engineers shall check all design work. Senior experienced engineers shall be engineers that have significant relevant qualifications and experience in the design discipline and type of work being checked and shall have an equal or higher level of qualifications and experience than the engineer(s) in the discipline being checked. Senior experienced engineers shall not check the work, which they are involved in actually designing.

3.15.2.2 Design Proof of Compliance (DESIGN-BUILDER)

Perform sufficient design audits to substantiate that the required quality control checks and reviews are being performed and that the project calculations and design comply with the Contract documents.

Members of the DQO who perform design POC shall be employees of the designer and shall not have responsibility for construction production.

3.15.2.3 Construction Quality Control (CQC)

Perform all of the Quality Control (QC) inspection, sampling, and testing needed to ensure that the final installed product meets or exceeds the specifications outlined in the contract documents. It is expected that the QC group will be part of the Design-Builders production organization and will work seamlessly with them to guarantee effective results.

Quality Control documentation is primarily for the use of the Design-Builder. The Department does not require copies of this information.

Members of the CQO who perform CQC functions may be employees of contractor and may have construction production responsibilities in addition to QC responsibilities.

3.15.2.4 Vacant

3.15.2.5 Vacant

3.15.2.6 Referenced Standards

General. Develop and implement the quality program in accordance with the relevant requirements of the standards listed by priority in Table 3.15-1.

Conflicts and Priority. If there is any conflict in standards, adhere to the standard with the highest priority. However, if the Design-Builder's Proposal has a higher standard than any of the listed standards, adhere to the Proposal standard.

Ambiguity. If there is any unresolved ambiguity in standards, obtain clarification from the Department before proceeding with design or construction.

Version and Date. Use the most current version of each listed standard as of the initial release date of the RFP.

TABLE 3.15-1
REFERENCED STANDARDS FOR QUALITY

Priority	*Author or Agency*	*Title*
1**	Design-Builder	*Proposal for SR-92; East of I-15 in Lehi Project*
2	UDOT	Request for Proposals, *SR-92; East of I-15 in Lehi Project*
3	UDOT	*Quality Assurance Manual*
4	UDOT	*Materials Minimum Sampling and Testing Guide*

*** Only to the extent that the standards therein exceed the other listed standards.*

3.15.2.7 Definitions

Design Quality Organization (DQO): The persons on the Design-Builder's Team who are involved in Design Quality Control and Design Proof of Compliance activities.
POC: Proof of Compliance
CQO: Construction Quality Organization
Quality Assurance (QA): All those planned and systematic actions necessary to provide confidence that the Design-Build Work complies with the Contract and that all elements of the Design-Build Work will perform satisfactorily for the purpose(s) intended. Quality Assurance includes Quality Control and Proof of Compliance (QA).
Quality Control (QC): The activities performed by the Design-Builder, designer, producer, or manufacturer to assess design, production and construction processes so as to control the level of quality being produced in the end product. Components may include checking, materials handling and construction procedures, calibrations and maintenance of equipment, shop drawing review, document control, production process control, and any sampling, testing, and inspection done for these purposes. The purpose of QC is to modify the processes so that the products will meet the Contract requirements when checked and tested at the point of acceptance, and can be incorporated into the Project.

3.15.3 DEPARTMENT QA

The Department will be responsible for construction QA. The Department will perform the same inspections and tests it performs on a standard design-bid-build project - reference Appendix C.

3.15.4 VACANT

3.15.5 DEPARTMENT AUTHORITY

- ***Department's Role.*** Using an over the shoulder approach, the Department will review and approve the project design. The Department will perform all construction QA.
- ***Right to Stop Work.*** The Department may, at its sole discretion, stop Work until appropriate quality procedures have been established and implemented. In addition, the Department retains authority to stop Work without liability wholly or in part, if the Design-Builder fails to:
    - Correct conditions that are unsafe for Project personnel or the general public.
    - Correct unacceptable construction practices.

3.15.6 START OF CONSTRUCTION

General. Do not begin any construction Work for any component until the design for that component has been completed and the RFC has been signed and stamped by a Professional Engineer licensed in Utah.

3.15.7 VACANT

3.15.8 MANAGEMENT REQUIREMENTS

Personnel. For persons and organizations performing quality management functions:

- Give them sufficient authority and organizational freedom to identify quality problems, and to recommend, provide, and verify implementation of solutions; and
- Place them at an organizational level high enough to ensure that Project schedule, performance, or cost will not influence implementation of quality management measures.

3.15.8.1 Key Staffing Positions

Design Proof of Compliance Manager (DESIGN-BUILDER): The DESIGN-BUILDER is responsible for the quality of the design elements of the Project. The Design-Builder shall assign a design manager to control this activity.

3.15.9 VACANT

3.15.10 VACANT

3.15.11 DESIGN REQUIREMENTS

General.

- Ensure that Work is designed and built in accordance with the Contract;
- Ensure that all Design Documents are prepared in accordance with generally accepted design and engineering practices, and meet all the requirements of the Contract; and
- Allow the Department to fulfill its responsibility to exercise due diligence in overseeing the design process and design products.

3.15.11.1 Quality Requirements

Develop a process for ensuring the quality of all design plans, specifications, reports, calculations, and other Design and Construction Document. Formulate these procedures to ensure that appropriate quality requirements are specified and included in all design and construction documents and that deviation from such requirements are controlled. For any deviations from these procedures, obtain the advance written approval of the Department.

3.15.11.2 Design Checks

Use UDOT accepted quality procedures for preparing and checking all plans, specifications, calculations, reports, and other documentation submitted to the Department to ensure that they are independently checked and back-checked in accordance with generally accepted engineering practices.

Require, at a minimum, that a senior experienced engineer check all designs, including making independent calculations for all structural elements. If a checking engineer is not available within the design firm or if the design firm does not have a documented, operative, and effective quality program, employ an independent firm to conduct the quality checks. The DESIGN-BUILDER shall have a documented, operative, and effective quality program

3.15.11.3 Design Adequacy

Use the level, frequency, and methods of checking the design adequacy of the Project, including the methods by which all Design Documents, calculations, and reports shall be independently checked, verified for adequacy of design, and back-checked in accordance with generally accepted design and engineering practices by senior experienced engineers from the Design-Builder's staff.

3.15.11.4 Design Changes

Initiation. Both the Design-Builder and the Department may initiate design changes through the FDC or NDC process(during design or after final design).

Appropriate Changes. The Department may deem design changes to be appropriate for several reasons, including errors in the final design plans or specifications, unexpected or changed conditions in the field, and design alternatives proposed by field or other personnel.

Invalid Change. Requests for information (e.g. additional alignment information, and dimensions) and design engineer evaluation of nonconforming constructed Work do not constitute valid design changes. Design changes to make constructed or partially constructed Work acceptable will not be allowed.

3.15.11.5 Vacant

3.15.11.6 Design Reviews

3.15.11.6.1 General

DESIGN-BUILDER Review. The DESIGN-BUILDER will review all designs to ensure the development of the plans and specifications are in accordance with the requirements of the Contract.

Department Review. The Department will audit, as needed, the DESIGN-BUILDER processes and Design Documents to verify compliance with the Contract Documents. The Department will be invited to attend all reviews. Submit for review five (5) hard copies and one (1) electronic copy of all review Plans and Specifications.

Participation. Require, at a minimum, that the engineer-in-responsible-charge of the Work and the appropriate design manager(s) for the discipline(s) involved in the design (e.g., structures design manager and highway design manager) be present for and participate in all reviews.

3.15.11.6.2 Oversight Reviews

General. The DESIGN-BUILDER shall conduct oversight reviews, and the Department may participate in these reviews and comment as requested or as it otherwise deems necessary. These reviews will be conducted in the office of either the Design-Builder or its design engineer and in the presence of the design personnel, with the intent of minimizing disruption of ongoing design Work. The DESIGN-BUILDER shall determine the materials to be compiled for each review. Formal assembly and submittal of drawings or other documents will not be required, but the Design-Builder is encouraged to provide informal submittals to facilitate reviews. The review may be of progress prints, computer images, draft documents, working calculations, draft specifications or reports, or other design documents. If mutually agreed upon for specific review items, the over-the-shoulder review may consist of a transfer of electronic files.

3.15.11.6.3 Milestone Reviews

General. The DESIGN-BUILDER will conduct informal milestone reviews at approximately the 60% stage of project elements to determine whether the Contract requirements and design are being followed. The Department will be invited to attend these reviews.

3.15.11.6.4 100 % Design Reviews

When the designer has completed a design package to 100% and the package has been checked and audited, a formal design submittal is assembled and distributed for review, including plan sheets, calculations, specifications, and other pertinent data. The Designer shall prepare for these reviews a full set of drawings and other documents stamped “Checked and Ready for Review.”

Redline Documentation. Develop a method to redline the 100%-design review package, then use it to document the comments provided by the DESIGN-BUILDER and the Department at the 100% review.

Redline Incorporation. Develop a method to document the incorporation of redlined 100% review comments in the final design. Incorporate the review comments and resolve any remaining design questions to the Satisfaction of the DESIGN-BUILDER and the Department.

3.15.11.6.5 Release for Construction Review

After the 100% comments have been addressed and the design documents have been checked and audited, a "ready to be released for construction" submittal package is assembled and distributed to the Design-Builder and the Department for release for construction.

Certification. When a design package is ready to be released for construction, the DESIGN-BUILDER shall certify all of the following related to the Work:

- The design is in accordance with the Contract requirements.
- The design has been checked in accordance with UDOT accepted quality procedures.
- No design exceptions exist that have not previously been approved by the Department.

3.15.11.6.6 Final Design Review for Design of Entire Project

Final Design Submittal. When construction of the entire project is completed, prepare a formal final design submittal for the entire project that includes:

- All design plans
- Design calculations
- Design reports
- Specifications
- Electronic files, in the format(s) specified in the Proposal documents
- All as-built information including FDC's and NDC's

Department Acceptance of Final Design. All plans, reports, and specifications shall be signed and stamped by the engineer-in-responsible-charge. The Department will conduct its review and accept or reject the final design package within seven (7) Working Days of receipt of the final design documents.

3.15.11.7 Design Review Documentation

Records. Prepare a written record of each design review, including informal oversight reviews:

- List the participants in each review or visit.
- Report all items discussed.
- Identify discrepancies noted and report corrective action(s) taken or planned.
- Identify follow-up action items, due dates, and the responsible party.
- Identify items needing resolution and time constraints for resolution.

Reports. Maintain a record of internal quality activities and summarize them in monthly progress reports. Submit to the Department a report of each design review, including oversight visits, within five (5) Working Days of the completion of the review or visit.

3.15.11.8 Vacant

3.15.11.9 Vacant

3.15.11.10 Schedule Requirements

Plan Updates. Submit the proposed design and oversight review schedule with the Initial Monthly Plan Update within the Proposal Plan Update. Incorporate revisions to the schedule in the Monthly Plan Updates.

Reviews. On the schedule, indicate the date and location of each scheduled review. Coordinate the number of reviews in a given time period with the Department.

3.16 MAINTENANCE DURING CONSTRUCTION

3.16.1 DESIGN-BUILDER RESPONSIBILITY

General. The Design-Builder is responsible for the operations, maintenance and repairs to the existing facilities and facilities constructed under this contract, beginning 10 days after notice to proceed or on the day construction work begins whichever occurs first, and ending on the day of final acceptance, at which time the Warranty Agreement will govern such work.

The Design-Builder's maintenance work includes routine maintenance, emergency and operational response, and inspections and repairs required on an "as needed" basis throughout the life of the Agreement in a manner acceptable to Department. Department reserves the right to perform such work as it deems necessary with its own forces, and/or to enter into special contracts for the maintenance of specific items, and to backcharge the Design-Builder.

Work done under the Agreement shall be performed in conformance with the most current Department standards in effect at the time that the work is being performed.

Perform the operations and maintenance portions of the Project in a safe, reasonable, and prudent manner and shall employ good business practices and appropriate management techniques. Furnish all labor, materials, equipment and necessary services (such as highway safety controls) in connection with the operation, maintenance, and/or repair.

3.16.2 VACANT

3.16.3 VACANT

3.16.4 VACANT

3.16.5 VACANT

3.16.6 VACANT

3.16.7 VACANT

3.16.8 MAINTENANCE OF ENVIRONMENTAL COMPLIANCE

General. The Mitigation Plan described in Section 01355 (Environmental Protection) of the UDOT 2005 Standard Specifications, the Environmental Requirements of the Contract Documents and applicable environmental approvals require that certain activities take place during and after construction. Conduct the activities as described in those documents including the following:

3.17 WARRANTY

General Scope. Warranty the Work in accordance with the requirements of this Section and of Section 2.5.4 (Control of Work).

Warranty Term. Except as specified otherwise in this Section, warrant the Work for one (1) year after the date of FOA.

3.17.1 REFERENCED STANDARDS

General. Warranty the project in accordance with the relevant requirements of the standards listed by priority in Table 3.17-1.

Conflicts and Priority. If there is any conflict in standards, adhere to the standard with the highest priority. However, if the Design-Builder's Proposal has a higher standard than any of the listed standards, adhere to the Proposal standard.

Ambiguity. If there is any unresolved ambiguity in standards, obtain clarification from the Department before proceeding with design or construction.

Version and Date. Use the most current version of each listed standard as of the initial publication date of this RFP.

TABLE 3.17-1
REFERENCED STANDARDS FOR WARRANTY

Priority	*Author or Agency*	*Title*	*Document or Report No.*	*Date*	*Comments, Short Forms*
1**	Design-Builder	*Proposal for SR-92; East of I-15 in Lehi Project*	n/a	*	Proposal
2	UDOT	*Request for Proposals, SR-92; East of I-15 in Lehi Project*	n/a	***	RFP
3	SHRP	*Distress Identification Manual for Long-Term Pavement Performance Project*	SHRP-P-338	*	n/a

** If no date is given, the most current version as of the initial publication date of this RFP is specified.*

*** Only to the extent that it exceeds another listed standard.*

****Includes the original release of the RFP and all addendums.*

3.18 LIMITATIONS OF OPERATIONS

General. The Limitation of Operations to be considered in the Design-Builder plans for the Project is listed below. Although this listing is intended to be a comprehensive summary, assume full responsibility for addressing and complying with all limitations described within the Contract Documents. Incorporate the limitation of operations into the Baseline Schedule, Project Plan, and Budget, as they are essential to the successful accomplishment of the Project.

Environmental Requirements. Particularly address the commitments within the Environmental Document for the Project. For additional information, see Appendix G (Environmental Document) and the requirements described in Section 3.14 (Environmental Commitments).

Before Undertaking any Field Activities:

- Ensure that Right of Way is cleared by the Department where field activities will occur;
- Ensure that the resources of the quality organizations, DQO and CQO, are in place to monitor any field activities; and
- Provide release for construction documents that are signed and stamped by the Design-Builder and accepted by the DQO and the Department.

Upon completion of the above prerequisites, construct the environmental fencing or ROW fencing along the ROW line or easement line.

Work Hours. Work hours shall conform to the requirements of the State laws and Agency Requirements.

Utilities. Maintain existing Utility services at all times.

Water and Drainage. Maintain all drainage pass-throughs and irrigation throughout the Project. Use erosion control devices to protect adjoining property.

Construction Staging. Restrict off-corridor staging facilities to those areas in the Project Vicinity that are fully approved by permitting agencies and the Department.

Temporary Pavement. Provide and maintain a hard surface for traveling in all areas where temporary pavement is necessary.

Roadways. Refer to Section 3.5.3.4 (Limitations) for restrictions.

Contract Time. The Design-Builder shall achieve Substantial Completion (excluding Landscaping) on or before August 1, 2005. Landscaping shall be completed by October 15, 2005. Do not perform any construction work on **Sundays or holidays** without written approval except repair or servicing of equipment, protection of work, maintenance or curing of concrete, or maintenance of traffic.

INCENTIVES

A. An incentive of $10,000 per day will be awarded the contractor for every day prior to August 1, 2005 provided that all the following conditions are met:
   i. All traffic lanes from the final design are open on SR-92.
   ii. All safety features are installed.

iii. All signing and striping is installed.

B. **INCENTIVE**- PAYMENTS TO THE CONTRACTOR- if applicable, by lump sum. The maximum payment will not exceed $100,000.

i. Any delay (i.e. excusable, compensable, inexcusable, non-critical) for any reason, will not be cause to alter the milestone date.

ii. Any delay time awarded the contractor will not be used in calculating the early milestone incentive.